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IDAHO STATE BOARD
OF MEDICINE

Attorney for the Idaho State Board of Medicine

BEFORE THE COMMITTEE ON PROFESSIONAL DISCIPLINE OF THE
IDAHO STATE BOARD OF MEDICINE AND THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:)	
)	Case No. 93-016
KENNETH J. WELKER, M.D.,)	
License No. M-5630,)	ORDER TERMINATING STIPULATION
)	AND ORDER
Respondent.)	
_____)	

This matter came on for consideration by the Committee on Professional Discipline of the Idaho State Board of Medicine on September 8, 2000, upon Respondent's request for termination of the Stipulation and Order. Considering the Committee's recommendation, the Idaho State Board of Medicine reviewed the status of the Stipulation and Order, issued by the Board on May 8, 1998. Based upon the foregoing,

IT IS HEREBY ORDERED That the Stipulation and Order of the Board of Professional Discipline of the Idaho State Board of Medicine, dated May 8, 1998, is terminated.

DATED This 19 day of September, 2000.

IDAHO STATE BOARD OF MEDICINE



Michael E. Bell, M.D.

Chairman

Jean R. Uranga
URANGA & URANGA
714 North 5th Street
P.O. Box 1678
Boise, Idaho 83701
(208) 342-8931

Attorneys for the Board

BEFORE THE BOARD OF PROFESSIONAL DISCIPLINE OF
THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:)	
)	Case No. 93-016
KENNETH J. WELKER, M.D.,)	
License No. M-5630,)	STIPULATION AND ORDER
)	
Respondent.)	

COMES NOW the Board of Professional Discipline of the Idaho State Board of Medicine, hereinafter referred to as the Board, and Kenneth J. Welker, M.D., hereinafter referred to as Respondent, and stipulate and agree as follows:

I

Respondent is the holder of an Idaho license to practice medicine and surgery, License No. M-5630, issued by the Idaho State Board of Medicine on January 15, 1990. Said license is subject to the provisions of Title 54, Chapter 18, Idaho Code, commonly known as the Medical Practice Act.

II

Respondent admits that the Board had good cause to institute disciplinary proceedings. The Board believes it has sufficient evidence that Respondent may have in the past provided care which

failed to meet the community standard of care. Respondent denies the allegations and denies violations of the Medical Practice Act.

III

Rather than pursuing a formal hearing, the parties are voluntarily entering into this Stipulation and Order for the purpose of responding to the concerns of the Board and for the purpose of providing an acceptable procedure for dealing with the alleged problems.

IV

Respondent knowingly and voluntarily waives any right to a formal hearing, to present evidence, to cross-examine witnesses, to reconsideration and appeal and to other rights accorded him pursuant to the Administrative Procedure Act and the Medical Practice Act which he might otherwise possess with respect to this Stipulation and Order.

V

The parties hereby stipulate and agree that:

- (a) Respondent shall retain an active Idaho license for five (5) years from the date of this Agreement, but after July 1, 1998, Respondent shall not practice medicine in the State of Idaho until he completes a minimum of two (2) years of accredited supervised training acceptable to the Board and until he receives approval from the Board to resume practice in the State of Idaho.
- (b) If the Board authorizes Respondent to resume the practice of medicine in the State of Idaho following his training program, the Board may impose such terms and conditions as it chooses.

- (c) Respondent shall provide all employers and the Chief of Staff at each hospital where he has, applies for, or obtains privileges, with a copy of this Stipulation and Order during the term of the Stipulation.
- (d) If Respondent does not complete the required training and resume medical practice in the State of Idaho within five (5) years from the date of this Stipulation, Respondent agrees that he will not renew his license to practice medicine and surgery in the State of Idaho and will not reapply for a license in the State of Idaho.
- (e) Respondent shall also provide proof, acceptable to the Board, that he has taken and completed a documentation course preapproved by the Board relative to medical records and medical record keeping.

VI

This Stipulation and Order shall remain in force for a minimum of five (5) years.

VII

This Stipulation and Order resolves only the cases included in the pending Second Amended Complaint. The Board reserves the right to review any peer review actions taken by any hospital or any new complaints received after the execution of this Stipulation and Order and to initiate separate, additional proceedings if the Board deems it appropriate. The parties agree that, if additional proceedings occur, the scheduling of any additional proceedings shall consider Dr. Welker's obligations in his training program.

VIII

If, in the discretion of the Idaho State Board of Medicine,

Respondent appears to have violated or breached any terms or conditions of this Stipulation and Order, the Idaho State Board of Medicine 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 Idaho occurring before the effective date of this Stipulation and Order. Respondent's license may be summarily suspended pending any further proceedings pursuant to the Medical Practice Act.

IX

Any action initiated by the Board based on alleged violations of this Stipulation and Order shall comply with the Administrative Procedure Act, Title 67, Chapter 52, Idaho Code, the Medical Practice Act and the Rules of Practice and Procedure of the Board.

X

Respondent agrees to execute a Release releasing the Idaho State Board of Medicine, the Idaho State Board of Discipline, their members, employees, agents, officers, representatives, attorneys, consultants, witnesses and St. Alphonsus Regional Medical Center and St. Luke's Regional Medical Center, in their capacity as consultants to the Board and in regard to acts or omissions performed by them in regard to the proceeding of the Board, jointly and severally, from any and all liability arising from their participation or involvement in the Board's investigation of Dr. Welker and in the prosecution of this disciplinary proceeding, a copy of which is attached hereto as Exhibit A.

XI

This Stipulation and Order shall be considered a public record and shall be reported to the National Practitioner Data Bank. This

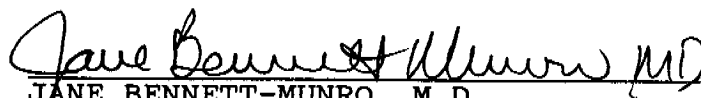
Stipulation and Order shall become effective upon the last date of signature below.

XII

Respondent further agrees to execute a Release authorizing any person or entity having information relevant to Respondent's compliance with the provisions and to his performance in the training program of this Stipulation and Order to release such information to the Board, a copy of which is attached hereto as Exhibit B.

DATED This 8 day of May, 1998.

BOARD OF PROFESSIONAL DISCIPLINE


JANE BENNETT-MUNRO, M.D.
Chair

DATED This 6 day of May, 1998.

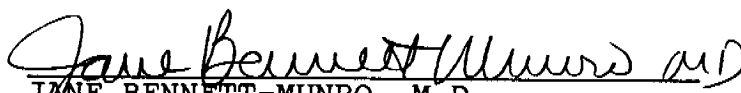

KENNETH J. WELKER, M.D.

ORDER

Pursuant to Idaho Code §§54-1806(A)(6)(e) and 54-1806(A)(10), the Board hereby accepts the terms and conditions of the foregoing Stipulation and it is hereby ordered that Respondent comply with said terms and conditions. Based upon the foregoing, this proceeding has been resolved.

DATED This 8 day of May, 1998.

BOARD OF PROFESSIONAL DISCIPLINE


JANE BENNETT-MUNRO, M.D.
Chair

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kenneth J. Welker, M.D., being of lawful age, for the sole consideration of the informal resolution of the pending disciplinary action by the Board of Professional Discipline of the Idaho State Board of Medicine, which is hereby acknowledged, does hereby release, acquit and forever discharge the Idaho State Board of Medicine, the Board of Professional Discipline of the Idaho State Board of Medicine, and their members, employees, agents, officers, representatives, attorneys, consultants, and witnesses, and St. Alphonsus Regional Medical Center and St. Luke's Regional Medical Center in their capacity as consultants to the Board and in regard to acts or omissions performed by them in regard to the proceedings of the Board, jointly and severally, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily, personal and emotional injuries and property damage and the consequences thereof resulting or to result from the Board's investigation and disciplinary proceedings against Dr. Welker.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the settlement made is not to be construed as an admission of liability on the part of the parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the damages sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release it is understood and agreed that the undersigned relies wholly upon undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said damages and liability therefor and is made without reliance upon any statement or representation of the parties released or their representatives or by anyone employed by them.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.


KENNETH J. WELKER, M.D.

APPROVED AS TO CONTENT AND FORM:

JEREMIAH A. QUANE


MARVIN FIRESTONE

STATE OF IDAHO)
 :SS
County of Ada)

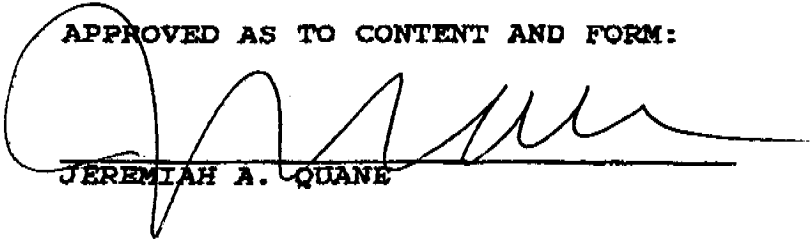
On this _____ day of May, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared KENNETH J. WELKER, M.D., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO
residing at: _____
My Commission Expires: _____

RELEASE AGREEMENT - 2
IN INDEMNITY 5/6/78

APPROVED AS TO CONTENT AND FORM:

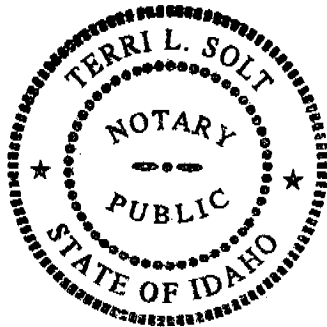

JEREMIAH A. QUANE

MARVIN FIRESTONE

STATE OF IDAHO)
):SS
County of Ada)

On this 6th day of May, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH J. WELKER, M.D., known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Terril L. Solt
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My Commission Expires: 12/14/2000