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DEC 21 2015

IDAHO STATE BOARD OF MEDICINE

DEC 14 2015

Jean R. Uranga  
URANGA & URANGA  
2600 W. Hillway Drive  
P.O. Box 1678  
Boise, Idaho 83701  
Telephone: (208) 342-8931  
Facsimile: (208) 342-7058  
Idaho State Bar No. 1763

Attorneys for the Board

BEFORE THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:	)	
	)	Case No: 2015-ATH-7843
WESLEY SPHAR,	)	
	)	STIPULATION AND ORDER
Applicant.	)	
_____	)	

COMES NOW the Idaho State Board of Medicine, hereinafter referred to as the Board, and Wesley Sphar, hereinafter referred to as Applicant, and stipulate and agree as follows:

I

Applicant has applied for an Idaho license to practice as an athletic trainer to be issued by the Idaho State Board of Medicine, which application was received by the Board on November 2, 2015.

II

The Board has received information that Applicant entered into a Stipulated Surrender of License and Order dated April 22, 2013, surrendering his California physical therapy assistant license based upon several instances of practicing without required supervision.

III

The acts and practices of Applicant, as alleged in Paragraph II above, would provide grounds to deny the application pursuant to Idaho Code §54-3911.

IV

The Board believes it has sufficient evidence to deny Applicant's application based upon these allegations, but rather than pursuing a formal investigation and hearing, the parties are voluntarily entering into this Stipulation and Order for the purpose of informally responding to the concerns of the Board and for the purpose of providing an acceptable procedure for dealing with the alleged problems.

V

Applicant 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.

VI

In order to respond to these allegations, Applicant hereby stipulates and agrees that:

- (A) Prior to being issued an Idaho athletic trainer license, Applicant shall submit written proof that he has notified his prospective employer of the California action, together with a copy of the California Order.

- (B) Applicant shall provide all future employers with a copy of this Stipulation and Order.
- (C) Applicant shall obey all federal, state and local laws, and all rules governing the practice of athletic training in Idaho.

VII

The above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties. However, this Stipulation and Order shall remain in force for a minimum of five (5) years prior to any request for termination of this Stipulation and Order.

VIII

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

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 Athletic Trainers Act and the Rules of Practice and Procedure of the Board.

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X

Applicant agrees to execute the Release, attached hereto as Exhibit A, releasing the Idaho State Board of Medicine, the Idaho State Board of Discipline, their members, employees, agents, officers, representatives, attorneys, consultants and witnesses, jointly and severally, from any and all liability arising from their participation or involvement in the Board's investigation of Applicant.

XI

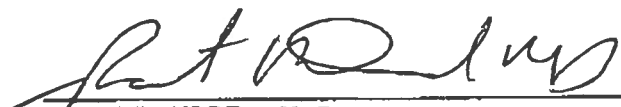
This Stipulation and Order shall be considered a public record as that term is used in the Idaho Code. This Stipulation and Order shall become effective upon the last date of signature below.

XII

Applicant further agrees to execute the Release, attached hereto as Exhibit B, authorizing any person or entity having information relevant to Applicant's compliance with the provisions of this Stipulation and Order to release such information to the Board.

DATED This 21 day of December, 2015.

IDAHO STATE BOARD OF MEDICINE

  
\_\_\_\_\_  
ROBERT WARD, M.D.  
Chairman

DATED This 11<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
WESLEY SPHAR

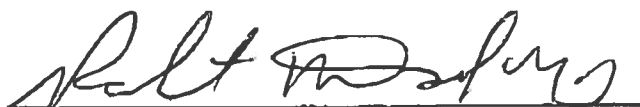
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ORDER

The Board hereby accepts the terms and conditions of the foregoing Stipulation and it is hereby ordered that Applicant comply with said terms and conditions. Based upon the foregoing further formal proceedings will be waived.

DATED This 21 day of Dec., 2015.

IDAHO STATE BOARD OF MEDICINE



ROBERT WARD, M.D.

Chairman

## RELEASE AGREEMENT

DEC 14 2015

In consideration of the informal resolution of the pending disciplinary action by the Idaho State Board of Medicine, which is hereby acknowledged, the undersigned, Wesley Spahr, being of lawful age, does hereby release, acquit and forever discharge the Idaho State Board of Medicine, the Board of Athletic Trainers of the Idaho State Board of Medicine, and their members, employees, agents, officers, representatives, attorneys, consultants and witnesses, jointly and severally, from any and all known and unknown, foreseen and unforeseen, claims, actions, causes of action, demands, rights, injuries, 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 or resulting or which may result from the Board's investigation and disciplinary proceedings regarding Wesley Spahr.

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 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 any 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 and the Stipulation and Order contain 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.

  
WESLEY SPAHR

EXHIBIT A

STATE OF CALIFORNIA )  
  : ss  
County of                    )

DEC 14 2015

On this \_\_\_ day of December, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared WESLEY SPAHR, 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 CALIFORNIA  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*See Attached Acknowledgment*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Shasta )  
On 12/11/2015 before me, Erica Sherod, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Wesley Spahr  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Erica Sherod  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Release Agreement Document Date: 12/11/2015  
Number of Pages: 2 Signer(s) Other Than Named Above: 0

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



### AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize and direct any hospital, physician or other person who has any information regarding my compliance with the Stipulation and Order of the Idaho State Board of Medicine, at any time to release any and all medical records, reports and/or information to the Idaho State Board of Medicine, to Jean R. Uranga, attorney for the Idaho State Board of Medicine, or to such other representative of the Idaho State Board of Medicine as may be designated, for examination and for copying thereof, upon request for such records, reports or information.

I further authorize any hospital, physician or other person who has such information to consult with or discuss such information with any of the above entities or persons.

I further consent that a photocopy of this Authorization may be used in lieu of the original hereof.

DATED This <sup>WS</sup> 12/11 day of December, 2015.

*Wesley Spahr*  
WESLEY SPAHR

STATE OF CALIFORNIA )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared WESLEY SPAHR, 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 CALIFORNIA  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*See attached acknowledgment*  
**EXHIBIT B**

Jean R. Uranga  
URANGA & URANGA  
2600 W. Hillway Drive  
P.O. Box 1678  
Boise, Idaho 83701  
Telephone: (208) 342-8931  
Facsimile: (208) 342-7058  
Idaho State Bar No. 1763

Attorneys for the Board

BEFORE THE IDAHO STATE BOARD OF MEDICINE

In the Matter of: )  
WESLEY SPHAR, ) Case No. 2015-ATH-7843  
Respondent. ) CERTIFICATE OF SERVICE  
\_\_\_\_\_ )

I HEREBY CERTIFY That on the 21<sup>st</sup> day of January 21, 2016, I served a true and correct copy of the STIPULATION AND ORDER entered by the Board on December 21, 2015,, upon Respondent by emailing a copy to:

Wesley Sphar  
Email: wjsphar910@yahoo.com

  
\_\_\_\_\_  
JEAN R. URANGA