

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
George Idelkope, MD
License No.: 6756
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and George A. Idelkope, MD (“Dr. Idelkope” or “Respondent”), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I; RSA 329:18; RSA 329:18-a; and Medical Administrative Rule (“Med”) 206 and 210, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on August 4, 1983. Respondent holds license number 6756. Respondent practices family medicine at Hinsdale Family Health Center in Hinsdale, NH.
3. On May 2, 2016, the Board received notice, pursuant to RSA 329:17, II, that an action for medical injury had been filed in Cheshire Superior Court against Respondent.

4. In response to receiving this notice, the Board conducted an investigation and obtained information from various sources pertaining to the allegations that Respondent failed to diagnose colon cancer in a patient (“Patient”).
5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would present evidence from which the Board could conclude that Respondent engaged in professional misconduct, in violation of RSA 329:17, VI (c), (d), and (k) as follows:
 - A. On August 23, 2011, Patient, a 66-year-old female, initiated care with Respondent complaining of urinary tract symptoms. After prescribing antibiotics, Respondent instructed Patient to come back the following week. No social or family history was documented.
 - B. Patient, however, did not follow up until November 7, 2011. During this visit, Respondent encouraged Patient to undergo various screening tests and Patient agreed to a mammogram and bone densitometry, which were scheduled. Although Respondent maintains that his practice was to recommend colonoscopy as well, the medical records do not document that it was recommended or refused. Despite Patient’s age, she had never had a colonoscopy.
 - C. At multiple visits over the next two years, Respondent treated Patient for other complaints. On a few occasions, lab work was normal.
 - D. At Patient’s visit on December 20, 2013, she was noted to have lost 9 pounds, but stated that she was trying to lose weight and had changed her diet. Her

weight at that appointment was the same as her weight in November 2011.

Her normal medication was continued, and she was told to return in 3 months.

- E. When Patient returned to Respondent's office on March 21, 2014, she had lost approximately 15 pounds and was complaining of abdominal pain and bloating, which had been present for about a month. Respondent did not perform an abdominal examination at this visit. The notes indicate that Patient was told that she should alert the office if the problem returned or persisted.
- F. On April 4, 2014, Patient presented in the office with fatigue, diarrhea, and "hemorrhoid problems." An abdominal examination was done and there was lower abdomen discomfort to palpation. However, the note does not document an assessment of distention, bowel sounds, mass, and organ size. Respondent also did not perform a digital rectal examination. Respondent believed this might be gastroenteritis or diverticulitis. A Complete Blood Count and Iron level were drawn and showed marked anemia. However, Patient's weight was not recorded at this visit. Oral iron and repeat blood work was ordered for the following week. The medical record does not indicate whether Respondent recommended a colonoscopy.
- G. On April 8, 2014, Patient returned for follow up blood work. At this visit, her weight was documented as "a little bit less than 149 pounds." This was a weight loss of about 4 pounds from the March 21, 2014 visit. Respondent called Patient later that day with the blood work results and, again, scheduled

repeat blood work and iron supplements. The medical record does not indicate whether Respondent recommended a colonoscopy.

H. Patient's next appointment was on May 13, 2014, at which her weight was recorded as "140, down 9 pounds from April." However, Respondent failed to note that Patient had lost 28 pounds in the last five months. Blood work was drawn again. Although it is noted that there is no evidence of any further acute bleeds, Patient's medical record with Respondent is void of any description of an initial acute bleed. The phone call reporting her results documented anemia and an office visit was scheduled for liver and kidney function testing at Patient's request. These labs were drawn on May 16, 2014. The medical record does not indicate whether Respondent recommended a colonoscopy.

I. A May 23, 2014 abdominal ultrasound showed gallstones, but also lesions on the liver consistent with metastatic lesions. A follow-up CT scan revealed an apple core lesion in Patient's sigmoid colon in addition to the lesions on her liver. Patient was referred to specialists for tissue diagnosis and chemotherapy.

6. The Board finds that the above acts, if proven, would constitute professional misconduct in violation of RSA 329:17, VI (c), (d), and (k).

7. Respondent acknowledges that the allegations, if proven, would constitute grounds for the Board to impose disciplinary sanctions against his license to practice as a physician in the State of New Hampshire.

8. Respondent consents to the Board imposing the following discipline, pursuant to RSA 329:17, VII:

- A. Respondent is REPRIMANDED.
- B. Respondent is required to meaningfully participate in a total of eighteen (18) hours of CONTINUING MEDICAL EDUCATION in the following areas: five (5) hours of continuing medical education in the area of medical record documentation, five (5) hours of continuing education in the area of cancer screening and diagnosis, five (5) hours in the area of abdominal pain assessment, and three (3) hours of continuing education in the area of work up of iron deficiency anemia. All of these hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.
- C. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician or work which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.

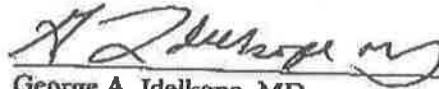
- D. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary proceedings or action by the Board based upon the facts alleged above. However, the Board may consider the fact that discipline was imposed by this Order as evidence in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.

13. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to, or by, the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
17. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

N.H. Board of Medicine
In the matter of George A. Idelkops, MD
Settlement Agreement

FOR RESPONDENT

Date: 4/14/2017


George A. Idelkops, MD
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: May 5, 2017


(Signature)

PENNY TAYLOR
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* David Conway, MD, Board members, recused