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Attorneys for William Terry, M.D.

BEFORE THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:

WILLIAM TERRY, M.D.,
License No. M-5594,

Respondent.

Case No. 2015-BOM-7820

STIPULATION AND ORDER

COMES NOW the Idaho State Board of Medicine, hereinafter referred to as the Board, and William Terry, 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-5594, issued by the Idaho State Board of Medicine on September 16, 1989. Said license is subject to the provisions of Title 54, Chapter 18, Idaho Code, commonly known as the Medical Practice Act.

II

The Board has received information that Respondent may have misdiagnosed children with bipolar I disorder and used excessive dosages and inappropriate medications to treat children.

III

The acts and practices of Respondent, as alleged in Paragraph II above, constitute violations of the Medical Practice Act in that Respondent has provided health care which fails to meet the

standard of health care provided by other qualified physicians in the same or similar communities, in violation of Idaho Code § 54-1814(7).

IV

The Board believes it has sufficient evidence to support disciplinary action 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

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.

VI

In order to respond to these allegations, Respondent hereby stipulates and agrees as follows:

(a) Within one hundred and eighty (180) days of the date of this Stipulation and Order, Respondent shall reimburse the Board \$10,478 for its investigative costs and attorney's fees incurred herein.

(b) With no knowledge of the allegation set forth in Paragraph II, above, Respondent permanently moved from Idaho to Alaska in June of 2015 with the intention of retiring. He subsequently became employed with the Homeless Veterans Domiciliary, Department of Veterans Affairs in Anchorage, Alaska. He no longer maintains an Idaho practice address as he does not currently practice medicine in Idaho and does not intend to in the future. Due to

his change in residence and lack of Idaho practice address, he has not maintained his Practitioner Controlled Substance Registration with the Idaho State Board of Pharmacy, and in addition, he has relinquished his Federal Control Substances Registration (AT7881940) and now has a fee-exempt DEA registration (FT6086967), which is limited to official federal duties only at the Homeless Veterans Domiciliary, Department of Veterans Affairs, 3001 'C' Street, Anchorage, AK 99503-0000, and his practice is limited to federal duties with the Department of Veterans Affairs as defined by the Department of Justice Drug Enforcement Administration. He has not maintained any professional relationship with any individual provider, provider group, clinics, or hospitals in Idaho and has not maintained provider-patient relationships with Idaho residents. As a result, Respondent shall not provide telehealth services to Idaho residents.

(c) Though the respondent does not intend to return to practice in Idaho in the future, in the unlikely event that he should return, before returning to practice in Idaho, Respondent shall provide the Board with advance notice and he will not treat any children until he has obtained a complete evaluation, at his cost and expense, through the Center for Personalized Education for Physicians ("CPEP") to evaluate his medical knowledge and clinical skills in relation to treating children, which will be provided to the Board, and completed any recommendations of the CPEP Program.

(d) If Respondent returns to practice in Idaho, the Board shall be allowed to review Respondent's records, on a random basis, upon reasonable notice, to monitor Respondent's compliance with the terms of this Stipulation and Order.

(e) Within ten (10) days after receipt of the Order signed by the Board, Respondent shall provide all employers and partners and the Administrator and Chief of Staff at each hospital

where he has privileges with a copy of this Stipulation and Order. If Respondent changes employment or applies for or obtains privileges at any other hospital, Respondent shall provide all future employers and future partners and the Administrator and Chief of Staff at each future hospital where he applies for or obtains privileges with a copy of this Stipulation and Order at the time of the application for employment or privileges, or within ten (10) days of application. Respondent shall provide the Board with written proof of compliance with this Paragraph by providing the Board with a copy of the notice or letter when it is provided to any employer or hospital.

(f) Respondent shall obey all federal, state and local laws, and all rules governing the practice of medicine 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, 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.

IX

Any actions 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, Respondent shall not be entitled to and hereby waives any right or opportunity to appear before the Committee on Professional Discipline prior to the initiation of any enforcement proceedings.

X

Respondent agrees to execute a Release, in the form attached hereto as Exhibit A, releasing the Idaho State Board of Medicine, the Committee on Professional Discipline of the Idaho State Board of Medicine, 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 Respondent and in the prosecution of this disciplinary proceeding.

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

In the event Respondent returns to Idaho to practice medicine, Respondent further agrees to execute a Release, in the form attached hereto as Exhibit B, authorizing any person or entity having information relevant to Respondent's compliance with the provisions of this Stipulation and Order to release such information to the Board.


DATED this 20th day of Sept, 2016.

IDAHO STATE BOARD OF MEDICINE



ROBERT WARD, M.D.
Chairman

DATED this 11th day of September, 2016.



WILLIAM TERRY, M.D.

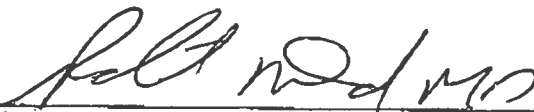
STIPULATION AND ORDER - 6

ORDER

Pursuant to Idaho Code §§54-1806(A)(6)(c) and 54-1806(A)(8), 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, further formal proceedings will be waived.

DATED This 20th day of Sept, 2016.

IDAHO STATE BOARD OF MEDICINE



ROBERT WARD, M.D.
Chairman

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SEP 16 2016

IDAHO STATE
BOARD OF MEDICINE

RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:


That the undersigned, William Terry, 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, and their members, employees, agents, officers, representatives, attorneys, consultants and witnesses, 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. Terry.

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.



WILLIAM TERRY, M.D.

EXHIBIT A

RELEASE AGREEMENT - 1

RECEIVED

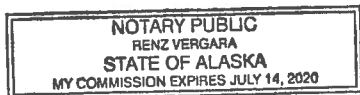
SEP 16 2016

IDAHO STATE BOARD OF MEDICINE

STATE OF AK)
County of United States) :SS

On this 13 day of September, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM TERRY, 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.



Renz Vergara
NOTARY PUBLIC FOR IDAHO AK
Residing at: Anchorage, AK
My Commission Expires: 07/14/2020

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 ____ day of _____, 2016.

WILLIAM TERRY, M.D.

STATE OF _____)
 : ss
County of _____)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM TERRY, 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: _____

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

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OCT 13 2016
IDAHO STATE
BOARD OF MEDICINE

Attorney for the Board

BEFORE THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:)
) Case No. 2015-BOm-7820
WILLIAM TERRY, M.D.,)
License No. M-5594,) **CERTIFICATE OF SERVICE**
)
Respondent.)
_____)

I HEREBY CERTIFY That on the 12th day of October, 2016, I served a true and correct copy of the STIPULATION AND ORDER dated September 20, 2016, upon Respondent by depositing a copy thereof in the United States mail, in an envelope addressed to:

Andy Brassey
Brassey Crawford, PLLC
Attorneys at Law
P.O. Box 1009
Boise, Idaho 83701-7077



JEAN R. URANGA