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Attorneys for the Board

BEFORE THE IDAHO STATE BOARD OF MEDICINE

In the Matter of:  
P. D. Gorman, M.D.  
License No. M-8388,  
Respondent.  

) Case No. 2015-BOM-7773  
) STIPULATION AND ORDER

COMES NOW the Idaho State Board of Medicine, hereinafter referred to as the Board, and Patrick Daniel Gorman, 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-8388, issued by the Idaho State Board of Medicine on December 8, 2001. 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, on his 2010 Board renewal application and each year thereafter, Respondent failed to
disclose he was a party to a malpractice action. Respondent also failed to maintain adequate medical records as indicated by a record review.

III

The acts and practices of Respondent, as alleged in Paragraph II above, constitute violations of the Medical Practice Act in Respondent has failed to provide truthful and complete information to the Board of Medicine with his renewal applications in violation of Idaho Code §54-1814(2) and has violated the community standard of care, in violation of Idaho Code §54-1814(7).

IV

The Board believes it has sufficient evidence to support action based upon these allegations but rather than pursuing a formal hearing, and to avoid the attendant cost, expense and time of a formal 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 this matter.

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 Respondent might otherwise possess with respect to this Stipulation.
VI

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

(a) Respondent shall receive a public reprimand for his conduct.

(b) Within ninety (90) days of the date of this Stipulation and Order, Respondent shall reimburse the Board $598 for its investigative costs and attorney's fees incurred herein.

(c) Respondent shall pay a $500 fine within ninety (90) days of the date of this Stipulation and Order.

(d) Respondent shall take a medical recordkeeping course approved by the Idaho State Board of Medicine within six (6) months of the date of this Order and shall provide the Board with written proof of completion of the course within thirty (30) days after the course is completed. The Board staff shall conduct a random records review six (6) months after Respondent completes the recordkeeping course and another review six (6) months later.

(e) Respondent shall maintain legible written patient records which are complete, detailed and comply with Idaho legal requirements.

(f) Respondent shall obey all federal, state and local laws, and all rules governing the practice of medicine in Idaho.
(g) Within ten (10) days after receipt of the Order signed by the Board, Respondent shall provide all Idaho employers and Idaho partners and the Administrator and Chief of Staff at each Idaho hospital where Respondent has privileges with a copy of this Stipulation and Order. If Respondent changes employment or applies for or obtains privileges at any other Idaho hospital, Respondent shall provide all future Idaho employers and future Idaho partners and the Administrator and Chief of Staff at each future Idaho hospital where Respondent 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 the 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 Idaho employer or Idaho hospital.

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 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. 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

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 8th day of October, 2015.

IDAHO STATE BOARD OF MEDICINE

[Signature]

ROBERT WARD, M.D.
Chairman

DATED This 29th day of September, 2015.

[Signature]

PATRICK DANIEL GORMAN, M.D.
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 __th day of October, 2015.

IDAHO STATE BOARD OF MEDICINE

[Signature]

ROBERT WARD, M.D.
Chairman
RELEASE AGREEMENT

In consideration of the informal resolution of the pending disciplinary action by the Idaho State Board of Medicine, which is hereby acknowledged, the undersigned, PATRICK DANIEL GORMAN, M.D., being of lawful age, does hereby release, acquit and forever discharge the Idaho State Board of Medicine, the Committee on Professional Discipline 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 Dr. Gorman.

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 releases 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.

PATRICK DANIEL GORMAN, M.D.

RELEASE AGREEMENT - 1
STATE OF IDAHO

County of Bonneville

On this 29 day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICK DANIEL GORMAN, 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.

[Signature]

NOTARY PUBLIC FOR IDAHO
Residing at: Shelley
My Commission Expires: May 18, 2021
AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize and direct the Idaho Medical Association Physician Health Program and 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 29 day of September, 2015.

STATE OF IDAHO

COUNTY OF BANNOCK

On this 29 day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared PATRICK DANIEL GORMAN, 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: Snell
My Commission Expires: May 18, 2021

PATRICK DANIEL GORMAN, M.D.
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URANGA & URANGA  
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BEFORE THE IDAHO STATE BOARD OF MEDICINE  

In the Matter of:  
PATRICK DANIEL GORMAN, M.D.,  
License No. M-8388,  
Respondent.  

Case No. 2015-BOM-7773  
CERTIFICATE OF SERVICE  

I HEREBY CERTIFY That on the 14th day of October, 2015, I served a true and correct copy of the STIPULATION AND ORDER entered by the Board on October 8, 2015, upon the Respondent by depositing a copy thereof in the United States mail, in an envelope addressed as follows:  

PERSONAL AND CONFIDENTIAL  

Patrick Daniel Gorman, M.D.  
Eastern Idaho Cardiology Assoc.  
2001 South Woodruff, Suite 12-A  
Idaho Falls, Idaho 83404  

\[Signature\]  
JEAN R. URANGA  

CERTIFICATE OF SERVICE - 1