

BEFORE THE MISSOURI BOARD OF REGISTRATION  
FOR THE HEALING ARTS

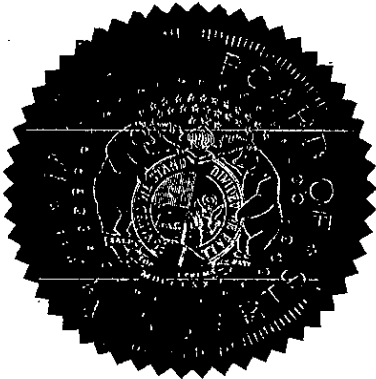
State Board of Registration	)	
For the Healing Arts,	)	
Petitioner	)	
	)	Case Number: 2001-004691
v.	)	
	)	
Barry W. Frieder, M.D.	)	
Respondent	)	

ORDER

It is hereby ordered that effective September 17, 2006 the agreement issued on April 7, 2004 upon Respondent's license to practice medicine and surgery, number R9G05 is hereby terminated.

*Tina Steinman*  
Tina Steinman  
Executive Director

*October 5, 2006*  
Date



1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee

knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

#### I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

#### **JOINT PROPOSED FINDINGS OF FACT**

1. The State Board of Registration for the Healing Arts ("Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo, for the purposes of executing and enforcing the provisions of Chapter 334, RSMo.

2. Licensee is licensed by the Board as a physician and surgeon, license number R9G05. This license was first issued on June 22, 1987, and is now current and active and was so at all times relevant herein.

3. Licensee is also licensed to practice medicine and surgery by the Board of Medical Examiners in the state of Colorado ("Colorado Board"). On or about July 29, 2002, the Colorado Board issued an Order pursuant to a settlement agreement entered into with Licensee.

4. The Order and settlement agreement were in response to allegations of inadequate medical records kept by Licensee.

5. Pursuant to the Order, the Colorado Board admonished Licensee's license and ordered an assessment by the Center for Personalized Education for Physicians program and a follow-up education plan if deemed necessary.

#### **JOINT PROPOSED CONCLUSIONS OF LAW**

6. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(8), RSMo, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter . . . for any one or any combination of the following causes:

...  
(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the

practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer.

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, number R9G05, issued to Licensee is hereby placed on PROBATION, and will remain on probation from the date of this settlement agreement is entered until Licensee has completed his Center for Personalized Education for Physicians ("CPEP") program("the disciplinary period").

2. Licensee shall comply with the May 12, 2003, Education Plan prepared by the CPEP pursuant to the Stipulation and Final Agency Order entered by Licensee and the Colorado State Board of Medical Examiners on or about July 29, 2002.

3. During the disciplinary period, Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

4. During the disciplinary period, Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten days of any change in this information.

5. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

6. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

7. During the disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

8. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which he is residing or practicing, within ten days of the effective date of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

9. In the event that Licensee commences residence or practice in a state other than Colorado, Licensee shall, no later than ten days after the commencement of any residence or practice outside this state, notify in writing the medical licensing authorities in the jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

10. Licensee shall notify, within fifteen days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Licensee shall notify any physician assistants or other allied health care professionals he supervises of the disciplinary action imposed. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

11. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

12. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

13. Licensee shall provide the Board with copies of the notice or ruling from the Colorado Board relative to his completion of CPEP in that state.

B. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term

or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

D. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is



severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Barry Wayne Frieder, M.D. 3/25/04  
Barry Frieder, M.D. Date

Tina Steinman 4/7/04  
Tina Steinman Date  
Executive Director

Kenneth W. Bean  
Kenneth W. Bean  
One City Centre, 15th Floor  
St. Louis, MO 63101-1880  
(314) 231-3332  
(314) 241-7604 (fax)

Attorney for Licensee

JEREMIAH W. (JAY) NIXON  
Attorney General

Zora Z. Mulligan  
Zora Z. Mulligan  
Assistant Attorney General  
Missouri Bar No. 54990  
Broadway State Office Building  
Post Office Box 899  
Jefferson City, MO 65102  
(573) 751-1444

Attorneys for Board

EFFECTIVE THIS 7 DAY OF April, 2004.