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SEP 16 2019

BOARD OF
HEALING ARTS

**SETTLEMENT AGREEMENT BETWEEN THE MISSOURI
STATE BOARD OF REGISTRATION FOR THE HEALING ARTS
AND BRIAN P. LAHEY, MD**

COMES NOW Brian P. Lahey, MD, ("Licensee") and the Missouri State Board of Registration for the Healing Arts ("the Board"), and enter into this agreement for the purpose of resolving the issue of whether Licensee's physician and surgeon's license is subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo.¹

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.
2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in the consent order in Part III is based only on the agreement set out in Parts I and II herein. Licensee understands

¹ All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2018), unless otherwise stated.

that the Board may take further action against him based on facts or conduct not specifically mentioned in this document that is either presently known to the Board or later discovered.

5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by Chapters 324, 334 and 610, RSMo, and it will report this agreement to the National Practitioner's Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

I. JOINT STIPULATION OF FACTS

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

6. The Board is an agency of the state of Missouri created and established pursuant to section 334.120, RSMo, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
7. Licensee is licensed by the Board as a physician and surgeon, license number 2009001608, which was first issued on February 1, 2009. Licensee's license is current, and it was current and active at all times relevant herein.
8. On or about April 16, 2019, Licensee entered into a Consent Order ("Kansas Order") with the Board of Healing Arts of the State of Kansas ("Kansas Board") wherein Licensee agreed to an indefinite suspension of his license to practice medicine in the State of Kansas.
9. The Kansas Order was based on Licensee's use of a controlled substance without a valid prescription while actively engaged in the practice of healing arts and his failure to inform his patients of that use at the time Licensee was providing medical treatment and/or services; and that Licensee committed an act or acts of unprofessional or dishonorable conduct by committing an act or acts of sexual abuse, misconduct or other improper sexual conduct, which exploited the licensee-patient relationship, with Patient 1.
10. Additionally, after the Kansas Board suspended Licensee's license to practice medicine in the State of Kansas, Licensee continued to practice medicine while his medical license was suspended. Licensee provided medical services, treatment and/or back-dated prescriptions to patients all while knowing that his license to practice medicine was suspended and that this constitutes conduct likely to deceive, defraud or harm the public.

11. The Kansas Order constitutes a final disciplinary action taken against Licensee by another state licensing authority.
12. The above is cause to discipline Licensee's license pursuant to sections 334.100.2(8) and 334.102.7(1)(b), RSMo.

II. JOINT CONCLUSIONS OF LAW

13. Cause exists to discipline Licensee's license pursuant to sections 334.100.2(8) and 334.102.7(1)(b), RSMo which state:

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license 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;

334.102.7. (1) The board may initiate a hearing before the board for discipline of any licensee's license or certificate upon receipt of one of the following:

(b) Evidence of final disciplinary action against the licensee's license, certification or registration issued by any other state, by any other agency or entity of this state or any other state or the United States or its territories, or any other country;

14. Licensee's conduct, as established by the foregoing facts, falls within the intendments of sections 334.100.2(8) and 334.102.7(1)(b), RSMo.

15. Cause exists for the Board to take disciplinary action against Licensee's license under sections 334.100.2(8) and 334.102.7(1)(b), RSMo.

III. CONSENT ORDER ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of sections 536.060 and 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

16. The physician and surgeon's license issued by the Board to Licensee, number 2009001608, is hereby VOLUNTARILY SURRENDERED.
17. Within thirty (30) days of the effective date of this agreement, Licensee shall return his pocket card and license to the Board.
18. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
19. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. 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. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.
20. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. 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. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

21. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
22. 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, either currently known to the Board or later discovered.


23. 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 attorney's fees and expenses, including any claims pursuant to section 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.

LICENSEE

BOARD




Brian P. Lahey, MD
Licensee
Date 9.12.19



Connie Clarkston
Executive Director
Date 9/16/19

n/a

Attorney for Licensee
Missouri Bar No. _____
Date _____



Katie R. Struempfler
General Counsel
Missouri Bar No. 68425
Date 9/16/19

EFFECTIVE THIS 16th DAY OF September, 2019.