

**CONSENT AGREEMENT  
BETWEEN  
DANNY C. BLANKENSHIP, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

STATE MEDICAL BOARD  
OF OHIO  
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This Consent Agreement is entered into by and between Danny C. Blankenship, M.D., [Dr. Blankenship], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Blankenship enters into this Consent Agreement being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

**BASIS FOR ACTION**

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for violation of Section 4731.22(B)(6), Ohio Revised Code, for “[a] departure from, or the failure to conform to, minimal standards of care of similar practitioners under the same or similar circumstances, whether or not actual injury to a patient is established;” and/or Section 4731.22(B)(18), Ohio Revised Code, “[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric association, or any other national professional organizations that the board specifies by rule.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Section 4731.22(B)(6), Ohio Revised Code; and Section 4735.22(B)(18), Ohio Revised Code, to wit: Principles I, II, and IV of the American Medical Association’s Principles of Medical Ethics, as set forth in Paragraph E below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. Dr. Blankenship is licensed to practice medicine and surgery in the State of Ohio, License number 35.055829.
- D. Dr. Blankenship states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Blankenship admits that during or about August 2004, he began a sexual relationship with one of his employees who he also treated as a patient. Dr. Blankenship admits that he was not the primary care physician for this patient but did on at least one occasion prescribe drugs for the patient but failed to document this in the patient’s chart. Dr. Blankenship admits that the sexual relationship ended during or about August 2006. Dr. Blankenship further admits that his

conduct supports disciplinary action pursuant to Section 4731.22(B)(18), Ohio Revised Code, in that it constitutes a violation of Principles I, II, and IV, of the Code of Medical Ethics adopted by the American Medical Association, and that his conduct constitutes a departure from or failure to conform to minimal standards of care as that language is used in Section 4731.22(B)(6), Ohio Revised Code.

**AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Blankenship knowingly and voluntarily agrees with the Board to the following terms, conditions and limitations:

**SUSPENSION OF CERTIFICATE**

1. The certificate of Dr. Blankenship to practice medicine and surgery in the State of Ohio shall be **SUSPENDED** for a period of 180 days.

**Obey all Laws**

2. Dr. Blankenship shall obey all federal, state, and local laws.

**Quarterly Declarations and Appearances**

3. Dr. Blankenship shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective, or as otherwise requested by the Board. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
4. Dr. Blankenship shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement, and in conjunction with any future request for release from the probationary terms of this Consent Agreement, and/or as otherwise requested by the Board, except that subsequent personal appearances which would routinely occur every three months throughout the duration of Dr. Blankenship's probationary period shall be waived by the Board provided that Dr. Blankenship is otherwise in full compliance with this Consent Agreement. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall revert to being routinely required every three months and shall be scheduled based on the appearance date as originally scheduled.

**Required Reporting By Licensee**

5. Within thirty days of the effective date of this Consent Agreement, Dr. Blankenship shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services (including but not limited to third party payors) or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, Dr. Blankenship shall promptly provide a copy of this Consent

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Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments. In the event that Dr. Blankenship provides any health care services or health care direction or medical oversight to any emergency medical services organization or emergency medical services provider, within thirty days of the effective date of this Consent Agreement Dr. Blankenship shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Blankenship shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.

6. Within thirty days of the effective date of this Consent Agreement, Dr. Blankenship shall provide a copy of this Consent Agreement to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Blankenship further agrees to provide a copy of this Consent Agreement at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Further, Dr. Blankenship shall provide the Board with one of the following documents as proof of each required notification within thirty days of the date of each such notification: (1) the return receipt of certified mail within thirty days of receiving that return receipt, (2) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Consent Agreement was hand delivered, (3) the original facsimile-generated report confirming successful transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was faxed, or (4) an original computer-generated printout of electronic mail communication documenting the email transmission of a copy of the Consent Agreement to the person or entity to whom a copy of the Consent Agreement was emailed.
7. Dr. Blankenship shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

**PROBATIONARY TERMS, CONDITIONS, AND LIMITATIONS**

8. Upon reinstatement, Dr. Blankenship's certificate to practice medicine in the State of Ohio shall be subject to the following PROBATIONARY terms, conditions, and limitations:

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- a. Dr. Blankenship shall continue to be subject to all terms, conditions, and limitations set forth in Paragraphs 2 through 7 of this Consent Agreement, unless otherwise determined by the Board.
- b. Before the end of the first year of probation, or as otherwise approved by the Board, Dr. Blankenship shall provide acceptable documentation of successful completion of a professional/personal ethics course or courses dealing specifically with the ethical principles Dr. Blankenship violated in this matter. The exact number of hours and the specific content of the course shall be subject to the prior approval of the Board or its designee. Any courses taken in compliance with this provision shall be in addition to the Continuing Medical Education requirements for relicensure for the Continuing Medical Education period(s) in which they are completed.

In addition, at the time Dr. Blankenship submits the documentation of successful completion of the course dealing with professional ethics, he shall also submit to the Board a written report describing the course, setting forth what he learned from the course, and identifying with specificity how he will apply what he has learned to his practice of medicine in the future.

#### **DURATION/MODIFICATION OF TERMS**

Dr. Blankenship shall not request termination of the probationary terms, limitations, and conditions contained in this Consent Agreement for a minimum of two years. In addition, Dr. Blankenship shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

In the event that the Board initiates future formal proceedings against Dr. Blankenship, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Blankenship appears to have violated or breached any term or condition of this Consent Agreement, the Board 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 Ohio occurring before the effective date of this Consent Agreement.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

Dr. Blankenship acknowledges that he has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

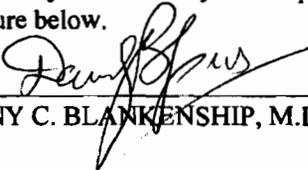
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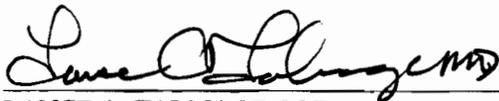
Dr. Blankenship hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Blankenship acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

**EFFECTIVE DATE**

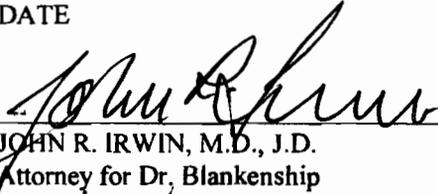
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
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DANNY C. BLANKENSHIP, M.D.

  
\_\_\_\_\_  
LANCE A. TALMAGE, M.D.  
Secretary

1-6-2009  
\_\_\_\_\_  
DATE

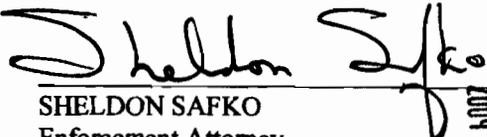
1-14-09  
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DATE

  
\_\_\_\_\_  
JOHN R. IRWIN, M.D., J.D.  
Attorney for Dr. Blankenship

  
\_\_\_\_\_  
RAYMOND J. ALBERT  
Supervising Member

1/12/09  
\_\_\_\_\_  
DATE

1/15/09  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SHELDON SAFKO  
Enforcement Attorney

1/13/2009  
\_\_\_\_\_  
DATE

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