

OHIO STATE MEDICAL BOARD

MAR 25 2004

**PROBATIONARY CONSENT AGREEMENT  
BETWEEN  
MELANIE E. JUNGBLUT, M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

OHIO STATE MEDICAL BOARD

MAR 19 2004

This Consent Agreement is entered into by and between Melanie E. Jungblut, M.D. [Dr. Jungblut], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Jungblut enters into this Consent Agreement being fully informed of her 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)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, 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 Consent Agreement.
- C. Dr. Jungblut is licensed to practice medicine and surgery in the State of Ohio, License # 35-062650.
- D. Dr. Jungblut states that she is not licensed to practice medicine or surgery in any other state or jurisdiction.
- E. Dr. Jungblut admits that after being treated intermittently for Major Depression since approximately 1985, and for Attention Deficit Hyperactivity Disorder since approximately 1993, she was diagnosed with Bipolar Disorder during or about March 2003. Dr. Jungblut further admits that she is currently under the care of a psychiatrist

MAR 25 2004

MAR 19 2004

for these conditions, for which she has been prescribed multiple trial medications in the past and is currently prescribed Seroqual, Geodon, and Strattera. Dr. Jungblut further admits that during or about October 2003 she experienced a brief hypomanic episode that was corrected through adjustment of her psychotropic medications. Dr. Jungblut further states, and the Board acknowledges receipt of information to support, that Dr. Jungblut's treating psychiatrist has opined that Dr. Jungblut is currently capable of practicing medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring conditions are in place.

### 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. Jungblut knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Jungblut shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Jungblut shall submit quarterly declarations under penalty of Board disciplinary action 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. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Jungblut 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. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested by the Board. If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled.
4. In the event that Dr. Jungblut should leave Ohio for three continuous months, or reside or practice outside the State, Dr. Jungblut must notify the Board in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under this Consent Agreement, unless otherwise determined by motion of the Board in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Jungblut is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that

MAR 25 2004

MAR 19 2004

deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.

## **MONITORING AND TREATMENT**

### **Psychiatric Treatment**

6. Within thirty days of the effective date of this Consent Agreement, Dr. Jungblut shall submit to the Board for its prior approval the name and qualifications of a psychiatrist of her choice. Upon approval by the Board, Dr. Jungblut shall undergo and continue psychiatric treatment at least once every four weeks or as otherwise directed by the Board. Dr. Jungblut shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Jungblut shall ensure that psychiatric reports are forwarded by her treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. The psychiatric reports shall contain information describing Dr. Jungblut's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Jungblut's compliance with her treatment plan; Dr. Jungblut's mental status; Dr. Jungblut's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Jungblut shall ensure that her treating psychiatrist immediately notifies the Board of her failure to comply with her psychiatric treatment plan and/or any determination that Dr. Jungblut is unable to practice due to her psychiatric disorder. It is Dr. Jungblut's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Jungblut's quarterly declaration.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Jungblut must immediately so notify the Board in writing. In addition, Dr. Jungblut shall make arrangements acceptable to the Board for another treating psychiatrist within thirty days after the previously designated treating psychiatrist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Jungblut shall ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

7. The Board retains the right to require, and Dr. Jungblut agrees to submit, blood or urine specimens for analysis for medication that may be prescribed for Dr. Jungblut, or for any other purpose, at Dr. Jungblut's expense, upon the Board's request and without prior notice. Dr. Jungblut's refusal to submit a blood or urine specimen upon request of the Board shall result in a minimum of one year of actual license suspension.

OHIO STATE MEDICAL BOARD OHIO STATE MEDICAL BOARD  
MAR 25 2004 MAR 19 2004

### **Monitoring Physician**

8. Within thirty days of the effective date of this Consent Agreement, Dr. Jungblut shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Jungblut and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Jungblut and her medical practice, and shall review Dr. Jungblut's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Jungblut and her medical practice, and on the review of Dr. Jungblut's patient charts. Dr. Jungblut shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Jungblut's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Jungblut must immediately so notify the Board in writing. In addition, Dr. Jungblut shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Jungblut shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

### **Releases**

9. Dr. Jungblut shall provide continuing authorization, through appropriate written consent forms, for disclosure by her treatment provider to the Board, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations.

### **Required Reporting by Licensee**

10. Within thirty days of the effective date of this Consent Agreement, Dr. Jungblut shall provide a copy of this Consent Agreement to all employers or entities with which she is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where she has privileges or appointments. Further, Dr. Jungblut shall provide a copy of this Consent Agreement to all employers or

MAR 25 2004

MAR 19 2004

entities with which she contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where she applies for or obtains privileges or appointments.

11. Within thirty days of the effective date of this Consent Agreement, Dr. Jungblut shall provide a copy of this Consent Agreement by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which she currently holds any professional license. Dr. Jungblut further agrees to provide a copy of this Consent Agreement by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which she applies for any professional license or for reinstatement of any professional license. Further, Dr. Jungblut shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.

#### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Jungblut 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.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Jungblut has violated any term, condition or limitation of this Consent Agreement, Dr. Jungblut agrees that the violation, as alleged, also constitutes clear and convincing evidence that her continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(G), Ohio Revised Code.

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

Dr. Jungblut shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Jungblut 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.

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

Dr. Jungblut acknowledges that she 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.

MAR 25 2004

MAR 19 2004

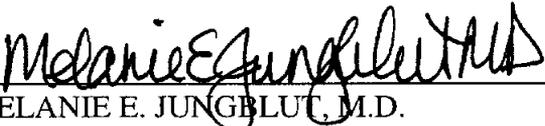
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

Dr. Jungblut 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. Jungblut acknowledges that her social security number will be used if this information is so reported and agrees to provide her social security number to the Board for such purposes.

**EFFECTIVE DATE**

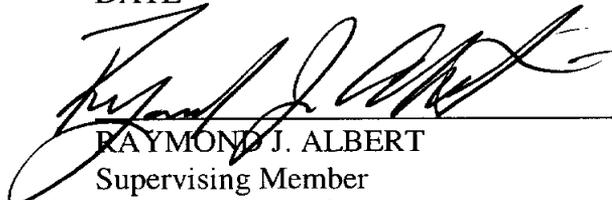
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.

  
MELANIE E. JUNGBLUT, M.D.

3/17/04  
DATE

  
LANCE A. TALMAGE, M.D.  
Secretary

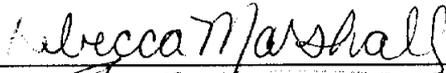
4-14-04  
DATE

  
RAYMOND J. ALBERT  
Supervising Member

4/15/04  
DATE

  
JENIFER A. BELT, ESQ.  
Attorney for Dr. Jungblut

3/24/2004  
DATE

  
REBECCA J. MARSHALL, ESQ.  
Enforcement Attorney

March 22, 2004  
DATE