

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

OHIO STATE MEDICAL BOARD

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

Dr. Leu 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. Leu is licensed to practice medicine and surgery in the State of Ohio, License # 35.073229.
- D. Dr. Leu states that she is not licensed to practice medicine and surgery any other state or jurisdiction.
- E. Dr. Leu admits that she has a long-term history of chronic mild depression which at times has been accompanied by suicidal ideation, and that she has experienced major depressive episodes in response to work-related stressors.

Dr. Leu admits that her first major depressive episode occurred in early 2003 when, as a physician for the United States Air Force, she exhibited symptoms including

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severely depressed mood, poor appetite, weight loss, insomnia, and fatigue following her return from deployment to Afghanistan. Dr. Leu admits that upon discussing her concerns with her supervisor, she temporarily ceased treating patients and underwent psychiatric treatment and psychological counseling.

Dr. Leu admits that she suffered another major depressive episode in late 2004 and early 2005, when after experiencing conflicts with her Air Force Commander and chronic stress related to patient load and unsolicited administrative duties, her depressive symptoms, which eventually included a definitive plan for suicide, resurfaced. Dr. Leu admits that when outpatient therapy did not resolve her depression, she was hospitalized psychiatrically for one month. Dr. Leu admits that after her psychiatric hospitalization, she entered a two-week partial hospitalization program and continued in psychiatric treatment thereafter. Nevertheless, she continued to experience depression, due, in part, to work-related stressors.

Dr. Leu further admits that on or about November 17, 2005, she underwent a Board-ordered psychiatric evaluation, resulting in determinations by the evaluating psychiatrist that Dr. Leu has diagnoses of Dysthymia and Major Depressive Disorder, Recurrent, now in full remission, and that such conditions are amenable to treatment. Dr. Leu further admits that the evaluating psychiatrist opined within a reasonable degree of medical certainty that although Dr. Leu was incapable of practicing medicine and surgery according to acceptable and prevailing standards of care during her first major depressive episode in early 2003 and her second major depressive episode during the spring of 2005, Dr. Leu is presently 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, including that Dr. Leu undertake outpatient treatment with a psychiatrist at least once every two weeks for at least six months, and provided her depressive symptoms remain in remission during that time, every four weeks thereafter; that she participate in individual psychotherapy with a licensed mental health professional for a minimum of one hour every two weeks; and that she continue antidepressant medication.

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

1. Dr. Leu shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Leu 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

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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. Leu 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. Dr. Leu shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.
5. In the event Dr. Leu 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 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 and Psychological Treatment

6. Within thirty days of the effective date of this Consent Agreement, Dr. Leu 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. Leu shall undergo and continue psychiatric treatment, including medication management, with her psychiatrist at least once every two weeks for a minimum of six months from the effective date of this Consent Agreement, or as otherwise directed by the Board. If, after six months, Dr. Leu's psychiatrist reports to the Board that Dr. Leu's depression symptoms have been in remission for at least six months, and that psychiatric treatment at the frequency of once every two weeks is not necessary, Dr. Leu may petition the Board for a reduction in her psychiatric treatment to once every four weeks, or as otherwise directed by the Board.

Dr. Leu shall further undergo and continue individual psychotherapy for a minimum of one hour every two weeks, or as otherwise directed by the Board. The psychotherapy required pursuant to this paragraph may be delegated by Dr. Leu's treating psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Leu's treating psychiatrist oversees/supervises

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such psychotherapy and continues to meet personally with Dr. Leu for psychiatric management as otherwise set forth above.

Dr. Leu shall comply with her psychiatric treatment plan, including taking medications as prescribed and/or ordered for her psychiatric disorder. Dr. Leu 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. Leu's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Leu's compliance with her treatment plan; Dr. Leu's mental status; Dr. Leu's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Leu 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. Leu is unable to practice due to her psychiatric disorder. It is Dr. Leu's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Leu's quarterly declaration.

Dr. Leu shall comply with her psychotherapeutic treatment plan. In the event psychotherapy is delegated by her psychiatrist to an appropriately licensed mental health professional approved in advance by the Board, Dr. Leu shall ensure that her mental health professional coordinates her therapy with her treating psychiatrist at least quarterly, or as otherwise directed by the Board. Further, in the event such psychotherapy is delegated, Dr. Leu shall ensure that psychological reports are forwarded by her treating mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychological reports shall contain information describing Dr. Leu's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Leu's compliance with her treatment plan; Dr. Leu's mental status; Dr. Leu's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. In the event psychotherapy is delegated by her psychiatrist, Dr. Leu shall ensure that her treating mental health professional immediately notifies the Board of her failure to comply with her psychotherapeutic treatment plan and/or any determination that Dr. Leu is unable to practice due to her psychological disorder. It is Dr. Leu's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Leu's quarterly declaration.

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

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7. The Board retains the right to require, and Dr. Leu agrees to submit, blood or urine specimens for analysis at Dr. Leu's expense as directed by her treating psychiatrist or upon the Board's request and without prior notice, for levels of any medication that is prescribed for her psychiatric disorder, or for any other purpose. Dr. Leu'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. Such specimens shall be obtained by or under the direction and supervision of a representative designated by the Board, or Dr. Leu's treating psychiatrist or another physician approved in advance by the Board.

Monitoring Physician

8. Within thirty days of the effective date of this Consent Agreement, Dr. Leu 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. Leu and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Leu and her medical practice, and shall review Dr. Leu'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. Leu and her medical practice, and on the review of Dr. Leu's patient charts. Dr. Leu 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. Leu's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Leu must immediately so notify the Board in writing. In addition, Dr. Leu 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. Leu shall ensure that the previously designated monitoring physician also notifies the Board directly of her or her inability to continue to serve and the reasons therefore.

Releases

9. Dr. Leu shall provide continuing authorization, through appropriate written consent forms, for disclosure by her to the Board, to her psychiatrist, to her mental health professional, 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.

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Required Reporting by Licensee

10. Within thirty days of the effective date of this Consent Agreement, Dr. Leu 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. Leu shall provide a copy of this Consent Agreement to all employers or 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. Leu 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. Leu 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. Leu shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
12. Dr. Leu shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Leu treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Leu 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. Leu has violated any term, condition or limitation of this Consent Agreement, Dr. Leu 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. Leu shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Leu shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except as provided in Paragraph 6 of this Consent Agreement relating to the frequency of psychiatric treatment. Otherwise, the above-

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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. Leu 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.

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. Leu 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. Leu 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 LYNNE LEU, M.D.



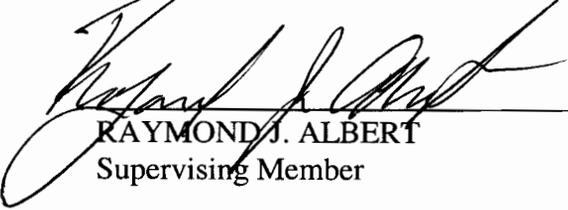
LANCE A. TALMAGE, M.D.
Secretary

2/1/2006

DATE

2-9-06

DATE



RAYMOND J. ALBERT
Supervising Member

2/9/06

DATE



KAREN MORTLAND
Enforcement Attorney

2/3/2006

DATE

OHIO STATE BAR (101-10000)

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