

**CONSENT AGREEMENT  
BETWEEN  
JACK CATLETT LUNDERMAN M.D.,  
AND  
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Lunderman 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 a violation of Section 4731.22(B)(18), Ohio Revised Code, for "[v]iolation of any provision of a code of ethics of the American medical association, the American osteopathic association, the American podiatric medical 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 violation of Section 4731.22(B)(18), Ohio Revised Code, to wit: as set forth in Paragraph E, below. The Board 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. Lunderman is licensed to practice medicine and surgery in the State of Ohio, license number 35,052430.
- D. Dr. Lunderman states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Lunderman admits that beginning in 1995 and ending in 2002, he had a sexual relationship with someone whom Dr. Lunderman was also concurrently treating as a psychiatric patient for depression and anxiety. Dr. Lunderman further admits that he had an ethical duty to refrain from having a sexual relationship with someone who was also a concurrent patient. Dr. Lunderman specifically asserts that he has never had any sexual contact with any other current or former patient.

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- F. Dr. Lunderman admits that on or about March 23, 2021, he conducted an approximately twenty-minute telephone appointment with a patient. Dr. Lunderman's office then submitted two different billing codes to the patient's insurance company. This caused the patient to be required to pay two separate deductibles for the same appointment. Dr. Lunderman received two separate amounts of compensation from the patient's insurance company for the same appointment. Dr. Lunderman admits that his office should not have billed two different billing codes for the same appointment, and specifically asserts that this was a one-time coding error and not a billing/coding process routinely utilized within his psychiatric practice.

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

#### REPRIMAND:

1. Dr. Lunderman is hereby REPRIMANDED.

#### PROBATIONARY TERMS:

2. Dr. Lunderman shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
3. Dr. Lunderman 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, 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. Lunderman 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 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.
5. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Lunderman shall provide acceptable documentation of successful completion of a course or courses on maintaining appropriate medical billing/coding. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) 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.

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Lunderman submits the documentation of successful completion of the course(s) on appropriate medical billing/coding, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the course(s), and identifying with specificity how he will apply what he has learned to his practice in the future.

6. Within one year of the effective date of this Consent Agreement, or as otherwise approved by the Board, Dr. Lunderman shall provide acceptable documentation of successful completion of a course or courses dealing with professional ethics/boundaries. The exact number of hours and the specific content of the course or courses shall be subject to the prior approval of the Board or its designee. Any course(s) 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. Lunderman submits the documentation of successful completion of the course(s) dealing with professional ethics/boundaries, he shall also submit to the Board a written report describing the course(s), setting forth what he learned from the course(s), and identifying with specificity how he will apply what he has learned to his practice in the future.
7. Within thirty days of the effective date of this Consent Agreement, Dr. Lunderman 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. Lunderman shall promptly provide a copy of this Consent 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. Lunderman 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. Lunderman shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Lunderman shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
8. Within thirty days of the effective date of this Consent Agreement, Dr. Lunderman shall provide a copy of this Consent Agreement by certified mail 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. Lunderman further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which he applies for any professional license or for reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Lunderman shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties

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or the American Osteopathic Association Bureau of Osteopathic Specialists under which he currently holds or has previously held certification. Further, within thirty days of the date of each such notification, Dr. Lunderman shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

9. Dr. Lunderman shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

### **FAILURE TO COMPLY**

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Lunderman 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. Lunderman has violated any term, condition or limitation of this Consent Agreement, Dr. Lunderman agrees that the violation, as alleged, also constitutes clear and convincing evidence that his 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**

The Reprimand of Dr. Lunderman shall not terminate. Further, Dr. Lunderman shall not request termination of the probationary terms contained in this Consent Agreement until he submits, and the Board has accepted as satisfactory, both the documentation of successful completion of the required medical education courses set forth herein, as well as the corresponding written reports to the Board. 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. Lunderman, 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 upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

In the event that any term, limitation, or condition contained in this Consent Agreement is determined to be invalid by a court of competent jurisdiction, Dr. Lunderman and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

By executing his signature on this Consent Agreement, Dr. Lunderman agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is



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withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Lunderman and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

This Consent Agreement represents the sole and entire agreement of the parties hereto and supersedes all prior written or oral negotiations, agreements, or understandings between the parties. No party to this agreement has been induced to enter into the Consent Agreement by any representations or inducements except those expressly set forth in this written agreement. Further, all parties agree that to the extent any language in the agreement will be interpreted in a subsequent dispute, no ambiguous language shall be construed against the party drafting this Consent Agreement.

Dr. Lunderman 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.

Dr. Lunderman 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. Lunderman 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. Further, Dr. Lunderman specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.

Jack Catlett Lunderman MD  
JACK CATLETT LUNDERMAN M.D.

Kim G. Rothermel MD  
KIM G. ROTHERMEL, M.D.  
Secretary

Jan 11, 2022  
DATE

2/9/22  
DATE

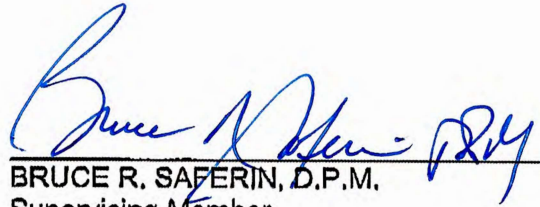
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JOSHUA DEBRA  
Attorney for Dr. Lunderman

1/14/2022

DATE



BRUCE R. SAFERIN, D.P.M.  
Supervising Member

2-9-22

DATE



PATRICK HEAGERTY  
Enforcement Attorney

1/25/22

DATE

**CONSENT AGREEMENT  
BETWEEN  
JACK C. LUNDERMAN, JR., M.D.  
AND  
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between JACK C. LUNDERMAN, JR., M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

JACK C. LUNDERMAN, JR., M.D., voluntarily 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.

This CONSENT AGREEMENT contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this CONSENT AGREEMENT.

**BASIS FOR ACTION**

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(20), 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 violating any rule promulgated by THE STATE MEDICAL BOARD OF OHIO, to wit: Rule 4731-10-08, Ohio Administrative Code, which requires an applicant to submit documentation of compliance with the Continuing Medical Education (CME) requirements as THE STATE MEDICAL BOARD OF OHIO may require.
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of further formal proceedings based upon the violation of Section 4731.22(B)(20), Ohio Revised Code, set forth in the Notice of Opportunity for Hearing issued by the BOARD on May 13, 1998, attached hereto as Exhibit A and incorporated herein by this reference. The BOARD expressly reserves the right to institute additional formal proceedings based upon any other violations of Chapter 4731., Ohio Revised Code, whether occurring before or after the effective date of this AGREEMENT.

- C. JACK C. LUNDERMAN, JR., M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. JACK C. LUNDERMAN, JR., M.D., ADMITS that, in completing his application card for registration of his certificate to practice medicine and surgery for the current registration period, he did certify that he had completed during the last biennial period of acquisition of CME (July 1, 1994 - June 30, 1996) the requisite hours of CME as required by Section 4731.281, Ohio Revised Code.
- E. JACK C. LUNDERMAN, JR., M.D., ADMITS that he failed to adequately respond to the audit notices served upon him by the BOARD and that he failed to submit satisfactory documentation of his CME as required by the audit notices.
- F. JACK C. LUNDERMAN, JR., M.D., STATES and the BOARD ACKNOWLEDGES that he had, in fact, timely completed the requisite hours of CME as required by Section 4731.281, Ohio Revised Code, and that he has now submitted documentation acceptable to the BOARD demonstrating such completion.

#### AGREED CONDITIONS

WHEREFORE, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of further formal proceedings at this time, JACK C. LUNDERMAN, JR., M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO to the following terms, conditions and limitations:

#### REPRIMAND

- I. JACK C. LUNDERMAN, JR., M.D., is hereby REPRIMANDED for his failure to timely submit acceptable documentation to the BOARD of CME credits earned for the biennial period of acquisition of July 1, 1994 - June 30, 1996.

#### PROBATIONARY CONDITIONS

- II. The certificate of JACK C. LUNDERMAN, JR., M.D., to practice medicine and surgery in the State of Ohio shall be subject to the following PROBATIONARY

terms, conditions and limitations for the next three (3) license registration periods:

- A. DOCTOR LUNDERMAN shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio.
- B. DOCTOR LUNDERMAN shall submit documentation acceptable to the BOARD of satisfactory completion of the requisite hours of CME. Such documentation shall be due in the BOARD's offices within (30) days following the completion of each Continuing Medical Education acquisition period.
- C. Should DOCTOR LUNDERMAN elect not to renew his Ohio certificate during the duration of this agreement, DOCTOR LUNDERMAN shall notify the BOARD in writing prior to the date his CME documentation is due pursuant to paragraph 2(a). Periods of time during which DOCTOR LUNDERMAN does not maintain his certificate as current will not apply to the reduction of the three (3) license registration periods for which documentation must be submitted. Further, if DOCTOR LUNDERMAN's certificate remains inactive for more than two years, the Board may impose additional requirements for reinstatement pursuant to Section 4731.222, Ohio Revised Code.

**REQUIRED REPORTING BY LICENSEE**

- III. Within thirty (30) days of the effective date of this AGREEMENT, DR. LUNDERMAN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR LUNDERMAN shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.
- IV. Within thirty (30) days of the effective date of this AGREEMENT, DOCTOR LUNDERMAN 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 he currently holds a license to practice. DOCTOR LUNDERMAN 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 he applies for licensure or



reinstatement of licensure. Further, DOCTOR LUNDERMAN shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving return receipt.

### FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR LUNDERMAN 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 Agreement.

### ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR LUNDERMAN 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.

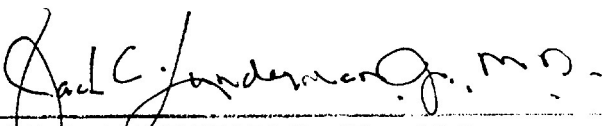
Any action initiated by the BOARD based on alleged violations of this CONSENT AGREEMENT shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.


DOCTOR LUNDERMAN hereby releases THE STATE MEDICAL BOARD OF OHIO, 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.

### 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.

  
JACK C. LUNDERMAN, JR., M.D.

  
ANAND G. GARG, M.D.  
Secretary

06/29/98  
DATE

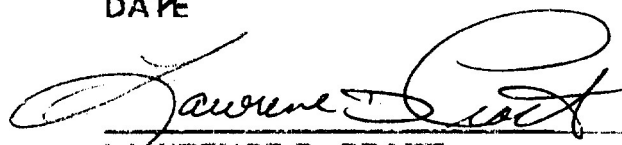
07/08/98  
DATE

  
FREDERICK N. HAMILTON, ESQ.  
Attorney for JACK C. LUNDERMAN, M.D.

  
RAYMOND J. ALBERT  
Supervising Member

7/1/98  
DATE

7/8/98  
DATE

  
LAWRENCE D. PRATT  
Assistant Attorney General

7/14/98  
DATE

MED.LUND.AGH



# State Medical Board of Ohio

77 S. High Street 17th Floor • Columbus, Ohio 43260-0313 • 614 466-3934 • Website: [www.state.oh.us/med](http://www.state.oh.us/med)

May 13, 1998

Jack C. Lunderman, Jr., M.D.  
303 Triangle Avenue  
Dayton, OH 45419

Dear Doctor Lunderman:

In accordance with Chapter 119., Ohio Revised Code, you are hereby notified that the State Medical Board of Ohio intends to determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery, or to reprimand or place you on probation for one or more of the following reasons:

- (1) In applying for registration of your certificate to practice medicine and surgery for the current registration period, you certified that you had completed during the last biennial period of acquisition of Continuing Medical Education (CME) (July 1, 1994-June 30, 1996) the requisite hours of CME as required by Section 4731.281, Ohio Revised Code.
- (2) By a certified mail letter for which your agent signed on April 16, 1997, the State Medical Board of Ohio informed you that you were required to complete a log listing your CME for the July 1, 1994-June 30, 1996 period and to provide documentation that you had actually completed at least forty (40) hours of Category I CME credits. By certified mail letter dated February 14, 1998, the State Medical Board again requested that you submit documentation of your CME credits for the July 1, 1994 to June 30, 1996 period. You have not responded to either of the above notices. You have failed to submit any documentation of CME completed for the above period.
- (3) Your lack of response to the notices as detailed in the above paragraph (2), rebuts the presumption under Rule 4731-10-08(A), Ohio Administrative Code, that you did complete the requisite hours of CME, and/or demonstrates that you failed to keep detailed records of CME taken.

Your acts, conduct and/or omissions in certifying to the State Medical Board that you had completed the statutorily required CME, as set forth in the above paragraph (1), when you had not, in fact, done so, constitute "fraud, misrepresentation, or deception in applying for or securing any license or certificate issued by the board," as that clause is used in Section 4731.22(A), Ohio Revised Code.

*Mailed 5/14/98*

Further, your acts, conduct and/or omissions in certifying to the State Medical Board that you had completed the statutorily required CME, as set forth in the above paragraph (1), when you had not, in fact, done so, constitute "publishing a false, fraudulent, deceptive, or misleading statement," as that clause is used in Section 4731.22(B)(5), Ohio Revised Code.

Further, your failure to obtain the requisite CME, and/or to submit documentation of same, as alleged in the above paragraphs (2) and (3), constitutes "violating or attempting to violate, directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provisions of this chapter or any rule promulgated by the board," as that clause is used in Section 4731.22(B)(20), Ohio Revised Code, to wit: Section 4731.281, Ohio Revised Code, and Rules 4731-10-03 and 4731-10-08, Ohio Administrative Code.

Pursuant to Chapter 119., Ohio Revised Code, you are hereby advised that you are entitled to a hearing in this matter. If you wish to request such hearing, the request must be made in writing and must be received in the offices of the State Medical Board within thirty (30) days of the time of mailing of this notice.

You are further advised that you are entitled to appear at such hearing in person, or by your attorney, or by such other representative as is permitted to practice before this agency, or you may present your position, arguments, or contentions in writing, and that at the hearing you may present evidence and examine witnesses appearing for or against you.

In the event that there is no request for such hearing received within thirty (30) days of the time of mailing of this notice, the State Medical Board may, in your absence and upon consideration of this matter, determine whether or not to limit, revoke, suspend, refuse to register or reinstate your certificate to practice medicine and surgery or to reprimand or place you on probation.

Copies of the applicable sections and rules are enclosed for your information.

Very truly yours,



Anand G. Garg, M.D.  
Secretary

AGG/jag  
Enclosures

CERTIFIED MAIL # Z 233 895 116  
RETURN RECEIPT REQUESTED