

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

(614) 466-3934

med.ohio.gov

May 14, 2014

Case number: 14-CRF-060

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Dear Doctor Homish:

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

- (1) On or about October 10, 2012, you entered into a Step I Consent Agreement [October 2012 Step I Consent Agreement] with the State Medical Board of Ohio that superseded a prior September 2011 Board Order and indefinitely suspended your license for a period of not less than three years. The Consent Agreement was based, in part, on your admission that you had misled the Board regarding your sobriety and that you in fact relapsed for a third time by consuming alcohol. Your prior formal disciplinary history with the Board includes:
 - A Step I Consent Agreement, effective on or about August 12, 1998, that indefinitely suspended your license for not less than ninety days, related to medication misuse and writing prescriptions in the names of others to obtain controlled substances for your own use;
 - A Step II Consent Agreement, effective on or about August 11, 1999, that reinstated your certificate to practice osteopathic medicine and surgery subject to probationary terms, conditions and limitations, from which you were released on or about August 11, 2004;
 - A Step I Consent Agreement, effective on or about May 13, 2009, that indefinitely suspended your license for not less than 180 days, related to your first relapse on drugs and alcohol;

Mailed May 15, 2014

- A Step II Consent Agreement, effective on or about August 11, 2010, that reinstated your certificate to practice subject to probationary terms, conditions and limitations;
 - A Summary Suspension of your certificate to practice osteopathic medicine and surgery, effective on or about June 9, 2011, that suspended your certificate based upon your non-compliance with the probationary terms of your August 2010 Step II Consent Agreement, including your failure to abstain from the use of alcohol; and
 - A September 2011 Board Order which suspended your certificate to practice osteopathic medicine and surgery for an indefinite period of time not less than one year.
- (2) Pursuant to Paragraph 9 of the October 2012 Step I Consent Agreement, you are required to submit to random urine screens for drugs and alcohol at least four times per month or as otherwise directed by the Board. All urine screens are to be conducted through a Board-approved drug testing facility and the screening process requires compliance with a daily call-in procedure.

On or about November 26, 2013, and January 2, 2014, you completed the required call-ins but failed to submit urine screens on days in which you were selected to test. Further, on or about December 20, 2013, the Board was notified of a screen you provided on December 4, 2013, that tested positive for ethyl glucuronide/ethyl sulfate (EtG/Ets).

- (3) During an investigative office conference held on or about February 13, 2014, you admitted consuming alcohol on or about December 1, 2013, which resulted in the positive test on December 4, 2013. Your consumption violated Paragraph 4 of the Consent Agreement which requires that you must abstain completely from the use of alcohol. Such consumption constitutes your fourth relapse.

Your acts, conduct and/or omissions as alleged in paragraphs (1) through (3) above, individually and/or collectively, constitute “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Further, your acts, conduct and/or omissions as alleged in paragraphs (1) through (3) above, individually and/or collectively, constitute “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” as that clause is used in Section 4731.22(B)(26), Ohio Revised 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 days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, 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 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, permanently revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Lance A. Talmage, M.D.
Secretary

LAT/AGL/pev
Enclosures

CERTIFIED MAIL #91 7199 9991 7033 2028 1363
RETURN RECEIPT REQUESTED

STATE MEDICAL BOARD
OF OHIO

2012 OCT -9 PM 3: 07

**STEP I
CONSENT AGREEMENT
BETWEEN
JEROME DAVID HOMISH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO
12-CRF-045**

This Consent Agreement is entered into by and between Jerome David Homish, D.O., [Dr. Homish], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Homish 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice;" Section 4731.22(B)(19), Ohio Revised Code, 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;" and/or Section 4731.22(B)(15), Ohio Revised Code, "[v]iolation of the conditions of limitation placed by the board upon a certificate to practice."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(15), 4731.22(B)(19), and 4731.22(B)(26), Ohio Revised Code, 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 Step I Consent Agreement.

- C. Dr. Homish admits that his certificate to practice osteopathic medicine, license number 34.005148, is currently suspended for an indefinite period of time, but not less than one year, pursuant to a Board Order, which became effective on or about September 16, 2011 [September 2011 Board Order]. Dr. Homish further admits that on or about May 9, 2012, the Board initiated formal action against Dr. Homish by issuance of a Notice of Opportunity for Hearing alleging non-compliance with the September 2011 Board Order, in violation of Section 4731.22(B)(15), Ohio Revised Code..
- D. Dr. Homish states that he is not currently licensed to practice in any other state or jurisdiction.
- E. Dr. Homish admits to all of the factual and legal allegations contained in the aforementioned May 9, 2012 Notice of Opportunity for Hearing, a copy of which is attached hereto and incorporated herein.

Further, Dr. Homish admits that his previous assertions to board staff that he had not consumed alcohol, and that he did not know why his random urine testing resulted in low level EtG findings, were untruthful. Dr. Homish now admits that he had actually relapsed for a third time by consuming at least a bottle of wine during or about February 2012.

Furthermore, Dr. Homish admits that his previous treating psychiatrist discharged him as a patient due to Dr. Homish not being truthful in the therapeutic psychiatrist-patient relationship. Dr. Homish acknowledges that he requires ongoing psychiatric treatment related to his diagnoses that have included uncontrolled anxiety.

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

SUSPENSION OF CERTIFICATE

- 1. The certificate of Dr. Homish to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than three years from the effective date of this Step I Consent Agreement. Further, the previous suspension of Dr. Homish's certificate in the State of Ohio for an indefinite period of time but not less than one year, stemming from the September 2011 Board Order, is hereby terminated upon the effective date of this instant Step I Consent

Agreement. Furthermore, the interim monitoring and probationary terms, conditions, and limitations set forth in the September 2011 Board Order are hereby terminated and superseded by the terms, conditions, and limitations of this instant Step I Consent Agreement becoming effective.

Obey all Laws

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

Sobriety

3. Dr. Homish shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Homish's history of chemical dependency and psychiatric diagnoses. Further, in the event that Dr. Homish is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Homish shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Homish received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Homish shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
4. Dr. Homish shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Homish 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. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Homish resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Homish may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Homish is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases; Quarterly Declarations and Appearances

6. Dr. Homish shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Homish's chemical dependency, mental health, or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Homish further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.
7. Dr. Homish 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.
8. Dr. Homish 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.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Homish shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Homish's drug(s) of choice.

Dr. Homish shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Homish acknowledges that he understands that the

consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 10 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Homish shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Homish shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Homish and the Board-approved drug testing facility and/or collection site. Dr. Homish's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement.

Dr. Homish shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish and the Board-approved drug testing facility and collection site shall assure that

appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Homish shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Homish must immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph 10 below, as soon as practicable. Dr. Homish shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Homish acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

10. Dr. Homish and the Board agree that it is the intent of this Consent Agreement that Dr. Homish shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Homish, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Homish:
 - a. Within thirty days of the date upon which Dr. Homish is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Homish, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Homish shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Homish's residence or employment location, or to a physician who practices in the same locale as Dr. Homish. Dr. Homish shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the

urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

- b. Dr. Homish shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
 - c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Homish must immediately notify the Board in writing. Dr. Homish shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Homish shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Homish.
 - d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Homish's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declaration. It is Dr. Homish's responsibility to ensure that reports are timely submitted.

12. The Board retains the right to require, and Dr. Homish agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Homish, or for any other purpose, at Dr. Homish's expense upon the Board's request and without prior notice. Dr. Homish's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Homish shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Homish shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declarations.

Psychiatric Treatment and Individual Psychotherapy

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

If psychotherapy is required as part of Dr. Homish's psychiatric treatment pursuant to this paragraph, it may be delegated by Dr. Homish's treating psychiatrist to an

appropriately licensed mental health professional approved in advance by the Board, so long as Dr. Homish's treating psychiatrist oversees/supervises such psychotherapy; includes information concerning Dr. Homish's participation and progress in psychotherapy in his or her quarterly reports; and continues to meet personally with Dr. Homish at least once every three months. Should the psychotherapy required pursuant to this provision be delegated to a licensed mental health professional, Dr. Homish shall ensure that psychotherapy reports are forwarded by his treating licensed mental health professional to the Board on a quarterly basis, or as otherwise directed by the Board. The psychotherapy reports shall contain information describing Dr. Homish's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Homish's compliance with his treatment plan; Dr. Homish's mental status; Dr. Homish's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Homish shall ensure that his treating licensed mental health professional immediately notifies the Board of his failure to comply with his psychotherapy treatment plan and/or any determination that Dr. Homish is unable to practice due to his psychiatric disorder. These psychotherapy reports shall be in addition to the reports submitted by Dr. Homish's treating psychiatrist. It is Dr. Homish's responsibility to ensure that all quarterly reports are received in the Board's offices no later than the due date for Dr. Homish's quarterly declaration.

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

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Homish's designated treating psychiatrist and/or any licensed mental health professional proposed to serve as Dr. Homish's designated treating licensed mental health professional, or to withdraw approval of any such psychiatrist or licensed mental health professional previously approved to serve as Dr. Homish's designated treating psychiatrist or licensed mental health professional, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist or licensed mental health professional has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Homish's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:
- a. Dr. Homish shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Homish shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Evidence of continuing full compliance with this Consent Agreement.
 - ii. Four written reports indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

Two reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Homish. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Homish shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Homish, and any conditions, restrictions, or limitations that should be imposed on Dr. Homish's practice. The reports shall also describe the basis for the evaluator's determinations.

Two reports shall be made by psychiatrists who have been approved in advance by the Board. Further, the two aforementioned psychiatrists shall not be affiliated with the same treatment provider or medical group practice. One report shall be made by a psychiatrist other than Dr. Homish's treating psychiatrist approved pursuant to Paragraph 14 of this Consent Agreement, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Homish. One report shall be made by Dr. Homish's approved treating psychiatrist pursuant to this Consent Agreement, unless otherwise directed by the Board. Prior to the

examinations, Dr. Homish shall provide the each psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from each psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Homish's practice; and the basis for the psychiatrist's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement or restoration. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- iii. SPEX: Within the three months immediately preceding any application for reinstatement or restoration, Dr. Homish shall take and successfully pass the SPEX examination or any similar written examination which the Board may deem appropriate to assess Dr. Homish's current clinical competency.
 - iv. In the event that the Board initiates future formal proceedings against Dr. Homish, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Homish shall be ineligible for reinstatement or restoration until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or issuance by the Board of a final Board Order.
- c. Dr. Homish shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Homish are unable to agree on the terms of a written Consent Agreement, then Dr. Homish further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Homish that said hearing has been scheduled, advising Dr. Homish of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement or restoration of Dr. Homish's certificate to practice

osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Homish shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Homish has maintained sobriety.

REQUIRED REPORTING BY LICENSEE

16. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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. Homish 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. Homish shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Homish 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.
17. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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. Homish 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.

18. Dr. Homish shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Homish chemical dependency and/or mental health treatment or monitoring. Further, Dr. Homish 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.
19. Dr. Homish shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations 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. Homish, 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.

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. Homish and the Board agree

2012 OCT -9 PM 3: 07

that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

FAILURE TO COMPLY

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

Jerome D. Homish D.O.
JEROME DAVID HOMISH, D.O.

J. Craig Strafford M.D., M.P.H.
J. CRAIG STRAFFORD, M.D., M.P.H.
Secretary

10/4/12
DATE

10 Oct 2012
DATE

Elizabeth Y Collis by TWC
ELIZABETH Y. COLLIS
Attorney for Dr. Homish

10/09/12
DATE

Mark a. Bechtel MD
MARK A. BECHTEL, M.D.
Supervising Member

10/10/2012
DATE

Sheldon Safko
SHELDON SAFKO
Enforcement Attorney

October 10, 2012
DATE

Heidi Dorn
HEIDI DORN
Assistant Attorney General

10/9/2012
DATE

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127



Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

May 9, 2012

Case number: 12-CRF-045

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Dear Doctor Homish:

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

- (1) You are currently subject to a Board Order, which became effective on or about September 16, 2011, [September 2011 Board Order], arising from your non-compliance with monitoring, your inability to practice due to a psychiatric condition, and your impairment of ability to practice due to drugs/alcohol, in violation of Sections 4731.22(B)(15), (19), and (26), Ohio Revised Code. Your formal disciplinary history with the Board includes:
 - A Consent Agreement, effective on or about August 12, 1998, that indefinitely suspended your license for at least 90 days, related to medication misuse and writing prescriptions in the names of others to obtain controlled substances for self-use;
 - A Consent Agreement, effective on or about August 11, 1999, that reinstated your certificate to practice subject to probationary terms, conditions, and limitations, from which you were released on or about August 11, 2004;
 - A Step I Consent Agreement, effective on or about May 13, 2009, that indefinitely suspended your license for not less than 180 days, related to your first relapse on drugs and alcohol;

Mailed 5-10-12

- A Step II Consent Agreement, effective on or about August 11, 2010, that reinstated your certificate subject to probationary terms, conditions, and limitations;
 - A Summary Suspension of your certificate to practice osteopathic medicine and surgery, effective on or about June 9, 2011, that suspended your certificate based upon your non-compliance of the probationary terms of your August 2010 Step II Consent Agreement, including your failure to abstain from the use of alcohol; and
 - The September 2011 Board Order, which suspended your certificate to practice osteopathic medicine and surgery for an indefinite period of time, but not less than one year.
- (2) Paragraph 5 of the September 2011 Board Order requires that you submit to random urine screens for drugs and alcohol at least four times per month. Further, you are required to ensure that the urine screening process be performed through a Board-approved drug testing facility requiring a daily call-in procedure; that the urine specimens be obtained on a random basis and that the collection be witnessed by a reliable person.

Despite this provision, you failed to perform the required daily call-in on February 7, 2012, on which date you had been selected for random testing, thereby resulting in no random test being performed. Furthermore, after calling in or logging on to your account with the Board approved drug testing facility, and being notified that you were required to appear at a collection site within six hours to provide a urine specimen for random testing, you then failed to appear and provide the urine sample for random testing on the following dates: February 6, 2012, February 8, 2012, February 24, 2012, and February 28, 2012.

- (3) On or about February 10, 2012, you notified a Board staff member that you were unable to drive to the testing facility on February 8, 2012, because you were ill. However, you failed to seek medical attention to document the basis for your non-compliance, even though you have been advised, on more than one occasion, by Board staff of the necessity of obtaining a physician's excuse. No explanation was offered by you with respect to your failure to appear on the other scheduled screening dates in February 2012.
- (4) You informed your treating psychiatrist that in late February 2012, two individuals at two different AA meetings thought you were intoxicated because your speech was slurred.

- (5) Paragraph 4(b) of the September 2011 Board Order requires you to abstain completely from the use of alcohol. Furthermore, Paragraph 5(c) of the September 2011 Board Order prohibits you from using or consuming substances that may produce a positive result on a toxicology screen, including but not limited to mouthwashes, hand-cleaning gels, and cough syrups.

Despite these provisions, the urine specimen you submitted for drug screening on or about November 23, 2011, while initially testing negative for alcohol, was subsequently confirmed positive for Etg at 1500ng/ml and EtS at 657 ng/ml. Further the urine specimen you submitted for drug screening on or about February 10, 2012, while initially testing negative for alcohol, was subsequently confirmed positive for Etg at 62900 ng/ml and Ets at 11500 ng/ml.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (5) above, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised 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 days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, 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 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, permanently revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

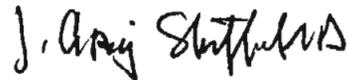
Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Jerome David Homish, D.O.

Page 4

Copies of the applicable sections are enclosed for your information.

Very truly yours,



J. Craig Strafford, M.D., M.P.H.
Secretary

JCS/SRS/flb

Enclosures

CERTIFIED MAIL #91 7199 9991 7031 2766 7261
RETURN RECEIPT REQUESTED

cc: Elizabeth Collis, Esq.
Collis Smiles & Collis
1650 Lake Shore Drive, Suite 225
Columbus, OH 43204

CERTIFIED MAIL #91 7199 9991 7031 2766 7254
RETURN RECEIPT REQUESTED

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov



May 9, 2012

Case number: 12-CRF-045

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Dear Doctor Homish:

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Mailed 5-10-12

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Despite this provision, you failed to perform the required daily call-in on February 7, 2012, on which date you had been selected for random testing, thereby resulting in no random test being performed. Furthermore, after calling in or logging on to your account with the Board approved drug testing facility, and being notified that you were required to appear at a collection site within six hours to provide a urine specimen for random testing, you then failed to appear and provide the urine sample for random testing on the following dates: February 6, 2012, February 8, 2012, February 24, 2012, and February 28, 2012.

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Despite these provisions, the urine specimen you submitted for drug screening on or about November 23, 2011, while initially testing negative for alcohol, was subsequently confirmed positive for Etg at 1500ng/ml and EtS at 657 ng/ml. Further the urine specimen you submitted for drug screening on or about February 10, 2012, while initially testing negative for alcohol, was subsequently confirmed positive for Etg at 62900 ng/ml and Ets at 11500 ng/ml.

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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 days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, 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 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, permanently revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Craig Strafford".

J. Craig Strafford, M.D., M.P.H.
Secretary

JCS/SRS/flb
Enclosures

CERTIFIED MAIL #91 7199 9991 7031 2766 7261
RETURN RECEIPT REQUESTED

cc: Elizabeth Collis, Esq.
Collis Smiles & Collis
1650 Lake Shore Drive, Suite 225
Columbus, OH 43204

CERTIFIED MAIL #91 7199 9991 7031 2766 7254
RETURN RECEIPT REQUESTED

0A090 - V90

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

JEROME D. HOMISH, D.O.,	:	
	:	
APPELLANT,	:	
	:	CASE NO. 11CVF-09-12160
V.	:	
	:	JUDGE D. CAIN
STATE MEDICAL BOARD OF OHIO,	:	
	:	
APPELLEE.	:	

NOTICE TO WITHDRAW APPEAL

Appellant, Jerome D. Homish, D.O. hereby withdraws the appeal filed in the instant case, without prejudice.

Respectfully submitted,


 Elizabeth Y. Collis (0061961)
 Collis, Smiles & Collis, LLC
 1650 Lake Shore Drive, Suite 225
 Columbus, OH 43204
 Telephone: 614/486-3909
 Facsimile: 614/486-2129
 E-mail: beth@collislaw.com

Counsel for Respondent,
Jerome D. Homish, D.O

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

Jerome D. Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Appellant,

v.

State Medical Board of Ohio
30 East Broad Street, 3rd Floor
Columbus, OH 43215-6127

Appellee.

11 CVF 09-12160

Case No. _____

Judge _____

STATE MEDICAL BOARD
OF OHIO
2011 OCT 13 AM 11:50

NOTICE OF APPEAL

Appellant, Jerome D. Homish, D.O. ("Appellant"), pursuant to Ohio Revised Code Section 119.12, hereby appeals the final decision of the State Medical Board of Ohio ("Appellee" or "Board"), which suspends his license to practice medicine for an indefinite period of time, but not less than one year, in its Corrected Entry of Order (attached hereto) mailed to Appellant on September 16, 2011. Appellant asserts that the decision of the Board is not supported by reliable, probative and substantial evidence, and is not in accordance with law.

Based on the fact that the decision of the Board is not supported by reliable, probative and substantial evidence, and is contrary to law, the decision must be reversed.

STATE MEDICAL BOARD
OF OHIO
2011 SEP 29 PM 4:16

FILED
COMMON PLEAS COURT
FRANKLIN CO. OHIO
2011 SEP 29 PM 4:30
CLERK OF COURTS

Respectfully submitted,



Elizabeth Y. Collis (0061961)
Collis, Smiles & Collis, L.L.C.
1650 Lake Shore Drive, Suite 225
Columbus, OH 43204
Telephone: 614/486-3909
Facsimile: 614/486-2129
E-mail: beth@collislaw.com

Counsel for Respondent,
Jerome D. Homish, D.O

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing *Notice of Appeal* was served via first class mail, postage prepaid, this 21st day of September, 2011, upon:

Kyle C. Wilcox, Esq.
Assistant Attorney General
Office of the Ohio Attorney General
Health and Human Services Section
30 East Broad Street, 26th Floor
Columbus, OH 43215

Counsel for the State Medical Board of Ohio



Elizabeth Y. Collis

2011 OCT 13 AM 11:51

STATE MEDICAL BOARD
OF OHIO

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

September 14, 2011

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

RE: Case No. 11-CRF-064

Dear Doctor Homish:

Please find enclosed certified copies of the CORRECTED Entry of Order; the Report and Recommendation of Danielle R. Blue, Esq., Hearing Examiner, State Medical Board of Ohio; and an excerpt of draft Minutes of the State Medical Board, meeting in regular session on September 14, 2011, including motions approving and confirming the Report and Recommendation as the Findings and Order of the State Medical Board of Ohio.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order. Such an appeal must be taken to the Franklin County Court of Common Pleas.

Such an appeal must be commenced by the filing of a Notice of Appeal with the State Medical Board and the Franklin County Court of Common Pleas. The Notice of Appeal must set forth the Order appealed from and state that the State Medical Board's Order is not supported by reliable, probative, and substantive evidence and is not in accordance with law. The Notice of Appeal may, but is not required to, set forth the specific grounds of the appeal. Any such appeal must be filed within fifteen (15) days after the mailing of this notice and in accordance with the requirements of Section 119.12, Ohio Revised Code.

THE STATE MEDICAL BOARD OF OHIO

Lance A. Talmage, M.D.
Lance A. Talmage, M.D.
Secretary

LAT:jam
Enclosures

CERTIFIED MAIL NO. 91 7108 2133 3938 3021 5830
RETURN RECEIPT REQUESTED

cc: Elizabeth Y. Collis, Esq.
CERTIFIED MAIL NO. 91 7108 2133 3938 3021 5847
RETURN RECEIPT REQUESTED

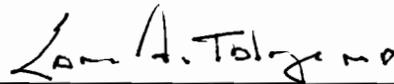
Mailed 9-16-11

CERTIFICATION

I hereby certify that the attached copy of the CORRECTED Entry of Order of the State Medical Board of Ohio; Report and Recommendation of Danielle R. Blue, State Medical Board Hearing Examiner; and excerpt of draft Minutes of the State Medical Board, meeting in regular session on September 14, 2011, including motions approving and confirming the Findings of Fact, Conclusions and Proposed Order of the Hearing Examiner as the Findings and Order of the State Medical Board of Ohio; constitute a true and complete copy of the Findings and Order of the State Medical Board in the matter of Jerome Davie Homish, D.O., Case No. 11-CRF-064, as it appears in the Journal of the State Medical Board of Ohio.

This certification is made by authority of the State Medical Board of Ohio and in its behalf.

(SEAL)



Lance A. Talmage, M.D. *rw*
Secretary

September 14, 2011

Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF

*

*

CASE NO. 11-CRF-064

JEROME DAVID HOMISH, D.O.

*

CORRECTED ENTRY OF ORDER

This matter came on for consideration before the State Medical Board of Ohio on September 14, 2011.

Upon the Report and Recommendation of Danielle R. Blue, State Medical Board Hearing Examiner, designated in this Matter pursuant to R.C. 4731.23, a true copy of which Report and Recommendation is attached hereto and incorporated herein, and upon the approval and confirmation by vote of the Board on the above date, the following Order is hereby entered on the Journal of the State Medical Board of Ohio for the above date.

It is hereby ORDERED that:

- A. **SUSPENSION OF CERTIFICATE:** The certificate of Jerome David Homish, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time but not less than one year.
- B. **INTERIM MONITORING:** During the period that Dr. Homish's certificate to practice medicine and surgery in Ohio is suspended, Dr. Homish shall comply with the following terms, conditions, and limitations:
 1. **Obey the Law:** Dr. Homish shall obey all federal, state, and local laws, and all rules governing the practice of medicine and surgery in Ohio.
 2. **Declarations of Compliance:** Dr. Homish shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there had been compliance with all the conditions of this Order. The first quarterly declaration must be received in the Board's offices on or before the first day of the third month following the month in which this Order becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

3. **Personal Appearances:** Dr. Homish shall appear in person for an interview before the full Board or its designated representative during the third month following the month in which this Order becomes effective, or as otherwise directed by the Board. Subsequent personal appearances shall occur every three months thereafter, and/or as otherwise directed 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. **Sobriety:**
 - a. **Abstention from Drugs:** Dr. Homish shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed, or administered to him by another so authorized by law who has full knowledge of Dr. Homish's history of chemical dependency and/or abuse and who may lawfully prescribe for him (for example, a physician who is not a family member). Further, in the event that Dr. Homish is so prescribed, dispensed, or administered any controlled substance, carisoprodol, or tramadol, Dr. Homish shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber, the name of the drug Dr. Homish received, the medical purpose for which he received the drug, the date the drug was initially received, and the dosage, amount, number of refills, and directions for use. Further, within 30 days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Homish shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

 - b. **Abstention from Alcohol:** Dr. Homish shall abstain completely from the use of alcohol.

5. **Drug and Alcohol Screens; Drug Testing Facility and Collection Site:**
 - a. Dr. Homish shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug-testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Homish's drug(s) of choice.

 - b. Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. (The term "toxicology screen" is also be used herein for "urine screen" and/or "drug screen.")

All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him

in conformance with the terms, conditions and limitations set forth in this Order.

Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Order.

- c. Dr. Homish shall abstain from the use of any substance that may produce a positive result on a toxicology screen, including the consumption of poppy seeds or other food or liquid that may produce a positive result on a toxicology screen.

Dr. Homish shall be held to an understanding and knowledge that the consumption or use of various substances, including but not limited to mouthwashes, hand-cleaning gels, and cough syrups, may cause a positive toxicology screen, and that unintentional ingestion of a substance is not distinguishable from intentional ingestion on a toxicology screen, and that, therefore, consumption or use of substances that may produce a positive result on a toxicology screen is prohibited under this Order.

- d. All urine screenings for drugs and alcohol shall be conducted through a Board-approved drug-testing facility and Board-approved collection site pursuant to the global contract between the approved facility and the Board, which provides for the Board to maintain ultimate control over the urine-screening process and to preserve the confidentiality of positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code. The screening process for random testing shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph B.6, below, to approve urine screenings to be conducted at an alternative drug-testing facility, collection site, and/or supervising physician, such approval shall be expressly contingent upon the Board's retaining ultimate control over the urine-screening process in a manner that preserves the confidentiality of positive screening results.
- e. Within 30 days of the effective date of this Order, Dr. Homish shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug-testing facility and/or collection site ("DFCS") in order to facilitate the screening process in the manner required by this Order.

Further, within 30 days of making such arrangements, Dr. Homish shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into

between Dr. Homish and the Board-approved DFCS. Dr. Homish's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Order.

- f. Dr. Homish shall ensure that the urine-screening process performed through the Board-approved DFCS requires a daily call-in procedure, that the urine specimens are obtained on a random basis, and that the giving of the specimen is witnessed by a reliable person.

In addition, Dr. Homish and the Board-approved DFCS shall ensure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening result.

- g. Dr. Homish shall ensure that the Board-approved DFCS provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Order, and whether all urine screens have been negative.
- h. In the event that the Board-approved DFCS becomes unable or unwilling to serve as required by this Order, Dr. Homish shall immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph B.6, below, as soon as practicable. Dr. Homish shall further ensure that the Board-approved DFCS also notifies the Board directly of its inability to continue to serve and the reasons therefor.
- i. The Board, in its sole discretion, may withdraw its approval of any DFCS in the event that the Secretary and Supervising Member of the Board determine that the DFCS has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

- 6. **Alternative Drug-testing Facility and/or Collection Site:** It is the intent of this Order that Dr. Homish shall submit urine specimens to the Board-approved DFCS chosen by the Board. However, in the event that using the Board-approved DFCS creates an extraordinary hardship on Dr. Homish, as determined in the sole discretion of the Board, then, subject to the following requirements, the Board may approve an alternative DFCS or a supervising physician to facilitate the urine-screening process for Dr. Homish.

- a. Within 30 days of the date on which Dr. Homish is notified of the Board's determination that utilizing the Board-approved DFCS constitutes an extraordinary hardship on Dr. Homish, he shall submit to the Board in writing for its prior approval the identity of either an alternative DFCS or the name of a proposed supervising physician to whom Dr. Homish shall submit the required urine specimens.

In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Homish's residence or employment location, or to a physician who practices in the same locale as Dr. Homish. Dr. Homish shall ensure that the urine-screening process performed through the alternative DFCS or through the supervising physician requires a daily call-in procedure, that the urine specimens are obtained on a random basis, and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish shall ensure that the alternative DFCS or the supervising physician maintains appropriate control over the specimen and immediately informs the Board of any positive screening result.

- b. Dr. Homish shall ensure that the alternative DFCS or the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Order, and whether all urine screens have been negative.
- c. In the event that the designated alternative DFCS or the supervising physician becomes unable or unwilling to so serve, Dr. Homish shall immediately notify the Board in writing. Dr. Homish shall further ensure that the previously designated alternative DFCS or the supervising physician also notifies the Board directly of the inability to continue to serve and the reasons therefor. Further, in the event that the approved alternative DFCS or supervising physician becomes unable to serve, Dr. Homish shall, in order to ensure that there will be no interruption in his urine-screening process, immediately commence urine screening at the Board-approved DFCS chosen by the Board, until such time, if any, that the Board approves a different DFCS or supervising physician, if requested by Dr. Homish.
- d. The Board, in its sole discretion, may disapprove any entity or facility proposed to serve as Dr. Homish's designated alternative DFCS or any person proposed to serve as his supervising physician, or may withdraw its approval of any entity, facility or person previously approved to so serve in the event that the

Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

7. **Reports Regarding Drug and Alcohol Screens:** All screening reports required under this Order from the Board-approved DFCS, the alternative DFCS and/or supervising physician must be received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance. It is Dr. Homish's responsibility to ensure that reports are timely submitted.
8. **Additional Screening Without Prior Notice:** Upon the Board's request and without prior notice, Dr. Homish shall provide a specimen of his blood, breath, saliva, urine, and/or hair for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Homish, or for any other purpose, at Dr. Homish's expense. Dr. Homish's refusal to submit a specimen upon the request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary and Supervising Member of the Board.
9. **Rehabilitation Program:** Dr. Homish shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or C.A., no less than three times per week, or as otherwise ordered by the Board. Substitution of any other specific program must receive prior Board approval.

Dr. Homish shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance.

10. **Comply with the Terms of Aftercare Contract:** Dr. Homish shall maintain continued compliance with the terms of the aftercare contract(s) entered into with his treatment provider(s), provided that, where terms of an aftercare contract conflict with terms of this Order, the terms of this Order shall control.
11. **Psychiatric Treatment:** The person previously approved by the Board to serve as Dr. Homish's treating psychiatrist pursuant to the August 2010 Step II Consent Agreement is hereby approved to continue as Dr. Homish's designated treating psychiatrist under this Order, unless within 30 days of the effective date of this Order, Dr. Homish submits to the Board for its prior approval the name and curriculum vitae of an

alternative psychiatrist of his choice, and that alternative psychiatrist is approved by the Board or its designee.

Dr. Homish shall undergo and continue psychiatric treatment at the rate of visits recommended by the approved treating psychiatrist, or as otherwise directed by the Board. The sessions shall be in person and may not be conducted by telephone or other electronic means. Dr. Homish shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder and submitting to periodic tests of his blood and/or urine.

Dr. Homish shall continue in psychiatric treatment until such time as the Board determines that no further treatment is necessary. Dr. Homish shall continue to ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance. The psychiatric reports shall contain information describing Dr. Homish's current treatment plan and any changes that have been made to the treatment plan since the prior report; his compliance with the treatment plan; his mental status; his progress in treatment; and results of any laboratory or other studies that have been conducted since the prior report.

Dr. Homish shall ensure that his treating psychiatrist immediately notifies the Board of Dr. Homish's failure to comply with his psychiatric treatment plan and/or any determination that Dr. Homish is unable to practice due to his psychiatric disorder.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Homish shall immediately so notify the Board in writing and make arrangements acceptable to the Board for another treating psychiatrist as soon as practicable. Dr. Homish shall further ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefor.

The Board, in its sole discretion, may disapprove any psychiatrist proposed to serve as Dr. Homish's designated treating psychiatrist, or withdraw its approval of any psychiatrist previously approved to serve as Dr. Homish's designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

12. **Releases**: Dr. Homish shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and

records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Homish's chemical dependency and/or related conditions, or for purposes of complying with this Order, whether such treatment or evaluation occurred before or after the effective date of this Order. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43, Ohio Revised Code, and are confidential pursuant to statute.

Dr. Homish shall also provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event Dr. Homish fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Order.

13. **Absences from Ohio:** Dr. Homish shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the suspension/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. Further, the Secretary and Supervising Member of the Board shall have discretion to waive part or all of the monitoring terms set forth in this Order for occasional periods of absence of 14 days or less.

In the event that Dr. Homish resides and/or is employed at a location that is within 50 miles of the geographic border of Ohio and a contiguous state, Dr. Homish may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Homish is otherwise able to maintain full compliance with all other terms, conditions and limitations set forth in this Order.

14. **Required Reporting of Change of Address:** Dr. Homish shall notify the Board in writing of any change of residence address and/or principal practice address within 30 days of the change.

C. **CONDITIONS FOR REINSTATEMENT OR RESTORATION:** The Board shall not consider reinstatement or restoration of Dr. Homish's certificate to practice medicine and surgery until all of the following conditions have been met:

1. **Application for Reinstatement or Restoration:** Dr. Homish shall submit an application for reinstatement or restoration, accompanied by appropriate fees, if any.

2. **Compliance with Interim Conditions**: Dr. Homish shall have maintained compliance with all the terms and conditions set forth in Paragraph B of this Order.

3. **Demonstration of Ability to Resume Practice**: Dr. Homish shall demonstrate to the satisfaction of the Board that he can practice in compliance with acceptable and prevailing standards of care. Such demonstration shall include but shall not be limited to the following:
 - a. Certification from a treatment provider approved under Section 4731.25, Ohio Revised Code, that Dr. Homish has successfully completed a minimum of 28 days of inpatient/residential treatment for chemical dependency/abuse at a treatment provider approved by the Board.

 - b. Evidence of continuing full compliance with an aftercare contract with a treatment provider approved under Section 4731.25, Ohio Revised Code. Such evidence shall include, but shall not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with Rule 4731-16-10, Ohio Administrative Code.

 - c. Evidence of continuing full compliance with this Order.

 - d. Two written reports indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, with respect to chemical dependency/abuse.

The reports shall have been made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Homish. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Homish shall provide the assessors with copies of patient records from any evaluation and/or treatment that he has received, and a copy of this Order. The reports of the assessors shall include any recommendations for treatment, monitoring, or supervision of Dr. Homish, and any conditions, restrictions, or limitations that should be imposed on Dr. Homish's practice. The reports shall also describe the basis for the assessor's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately

preceding any application for reinstatement or restoration. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

4. **Psychiatric Reports Evidencing Fitness to Practice; Recommended Limitations:** At the time Dr. Homish submits his application for reinstatement or restoration, Dr. Homish shall provide the Board with written reports of evaluation by two psychiatrists acceptable to the Board indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing in accordance with acceptable and prevailing standards of care. Such evaluations shall have been performed within 60 days prior to Dr. Homish's application for reinstatement or restoration. The reports of evaluation shall describe with particularity the bases for the determination that Dr. Homish has been found capable of practicing according to acceptable and prevailing standards of care and shall include any recommended limitations upon his practice.
 5. **Additional Evidence of Fitness To Resume Practice:** In the event that Dr. Homish has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement or restoration, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of his fitness to resume practice.
- D. **PROBATION:** Upon reinstatement or restoration, Dr. Homish's certificate shall be subject to the following PROBATIONARY terms, conditions, and limitations for a period of at least five years:
1. **Terms, Conditions, and Limitations Continued from Suspension Period:** Dr. Homish shall continue to be subject to the terms, conditions, and limitations specified in Paragraph B of this Order.
 2. **Tolling of Probationary Period While Out of Compliance:** In the event Dr. Homish is found by the Secretary of the Board to have failed to comply with any provision of this Order, 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 Order.
- E. **TERMINATION OF PROBATION:** Upon successful completion of probation, as evidenced by a written release from the Board, Dr. Homish's certificate will be fully restored.
- F. **VIOLATION OF THE TERMS OF THIS ORDER:** If Dr. Homish violates the terms of this Order in any respect, the Board, after giving his notice and the

opportunity to be heard, may institute whatever disciplinary action it deems appropriate, up to and including the permanent revocation of his certificate.

G. REQUIRED REPORTING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS ORDER:

1. **Required Reporting to Employers and Others:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order to all employers or entities with which he is under contract to provide healthcare services (including but not limited to third-party payors), or is receiving training; and the Chief of Staff at each hospital or healthcare center where he has privileges or appointments. Further, Dr. Homish shall promptly provide a copy of this Order to all employers or entities with which he contracts in the future to provide healthcare services (including but not limited to third-party payors), or applies for or receives training, and the Chief of Staff at each hospital or healthcare center where he applies for or obtains privileges or appointments. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.

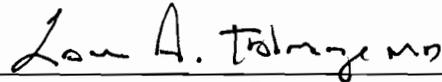
In the event that Dr. Homish provides any healthcare services or healthcare direction or medical oversight to any emergency medical services organization or emergency medical services provider in Ohio, within 30 days of the effective date of this Order, he shall provide a copy of this Order to the Ohio Department of Public Safety, Division of Emergency Medical Services. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.

2. **Required Reporting to Other State Licensing Authorities:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order 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. Also, Dr. Homish shall provide a copy of this Order at the time of application to the proper licensing authority of any state or jurisdiction in which he applies for any professional license or reinstatement/restoration of any professional license. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.
3. **Required Reporting to Treatment Providers/Monitors:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order to all persons and entities that provide chemical dependency/abuse treatment to or monitoring of Dr. Homish. This requirement shall

continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.

4. **Required Documentation of the Reporting Required by Paragraph G:** Dr. Homish shall provide this Board with **one** of the following documents as proof of each required notification within 30 days of the date of each such notification: (a) the return receipt of certified mail within 30 days of receiving that return receipt, (b) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Order was hand delivered, (c) the original facsimile-generated report confirming successful transmission of a copy of the Order to the person or entity to whom a copy of the Order was faxed, or (d) an original computer-generated printout of electronic mail communication documenting the e-mail transmission of a copy of the Order to the person or entity to whom a copy of the Order was e-mailed.

EFFECTIVE DATE OF ORDER: This Order shall become effective immediately upon the mailing of the notification of approval by the Board.



Lance A. Talmage, M.D. RW
Secretary

(SEAL)

September 14, 2011

Date

2011 AUG 19 AM 10: 30

BEFORE THE STATE MEDICAL BOARD OF OHIO

In the Matter of

*

Case No. 11-CRF-064

Jerome David Homish, D.O.,

*

Respondent.

*

Hearing Examiner Blue

ERRATA

The Report and Recommendation filed in this matter on August 18, 2011 contains an error. In the Proposed Order, the suspension should be stated as an indefinite suspension, not a definite period of suspension, because the Proposed Order sets forth conditions for reinstatement.

Therefore, paragraph A of the Proposed Order should read as follows:

- A. **SUSPENSION OF CERTIFICATE:** The certificate of Jerome David Homish, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than one year.



Danielle R. Blue, Esq.
Hearing Examiner

BEFORE THE STATE MEDICAL BOARD OF OHIO

In the Matter of *
Jerome David Homish, D.O., * **Case No. 11-CRF-064**
Respondent. * **Hearing Examiner Blue**

REPORT AND RECOMMENDATION

Basis for Hearing:

In a Notice of Summary Suspension and Opportunity for Hearing dated June 8, 2011, the State Medical Board of Ohio [Board] notified Jerome David Homish, D.O., that pursuant to Ohio Revised Code Section [R.C.] 4731.22(G), the Board had adopted an Entry of Order summarily suspending his certificate to practice osteopathic medicine and surgery in Ohio. In addition, the Board notified Dr. Homish that it intended to determine whether to take disciplinary action against his certificate based on his alleged violations of a 2010 Step II Consent Agreement. The Board alleged that Dr. Homish (1) failed to make a personal appearance before the Board that was scheduled in May 2011, (2) submitted a random urine specimen for drug screening on May 12, 2011 that tested positive for alcohol, and (3) failed to call or log in on May 29, 2011, to FirstLab to determine whether he was scheduled for a random urine screen. In addition, the Board alleged that Dr. Homish's treating psychiatrist notified the Board on June 3, 2011, that Dr. Homish was currently not capable of practicing osteopathic medicine in a safe and competent manner in accordance with minimal standards of care due to uncontrolled anxiety.

The Board further alleged that Dr. Homish's acts, conduct, and/or omissions as described above demonstrated:

- “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” as set forth in R.C. 4731.22(B)(26); and/or
- “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as set forth in R.C. 4731.22(B)(15); and/or
- “[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,” as set forth in R.C. 4731.22(B)(19).

Finally, the Board advised Dr. Homish of his right to request a hearing in this matter, and the Board received Dr. Homish's request for a hearing on June 13, 2011. (State's Exhibits [St. Exs.] 1A, 1B)

Appearances:

Mike DeWine, Attorney General of Ohio, and Kyle C. Wilcox, Assistant Attorney General, for the State of Ohio. Elizabeth Y. Collis, Esq., for Dr. Homish.

Hearing Date: July 26, 2011

PROCEDURAL MATTER

Upon review of State's Exhibit 7 and Respondent's Exhibit C, the Hearing Examiner noted that the name of a participant in Alcoholics Anonymous [AA] was disclosed in the text. Accordingly, the Hearing Examiner redacted the participant's name in both exhibits to ensure confidentiality.

After the hearing, the Hearing Examiner requested that the parties provide some clarification regarding State's Exhibit 5. In response, the parties entered into a Stipulation that was marked as Board's Exhibit 1. Therefore, Board's Exhibit 1 was admitted into evidence and the hearing record closed on August 15, 2011.

SUMMARY OF THE EVIDENCE

All evidence admitted in this matter, including the testimony, even if not specifically mentioned, was thoroughly reviewed and considered by the Hearing Examiner prior to preparing this Report and Recommendation.

Background Information

1. Jerome David Homish, D.O., was initially licensed to practice osteopathic medicine and surgery in Ohio in 1990. This license is currently inactive. He also holds a license to practice osteopathic medicine in West Virginia that is currently suspended due to the pending Board action. He testified that he has not actively practiced since May 13, 2011. Prior to May 13, 2011, Dr. Homish was a family physician at Ohio Valley Physicians in Gallipolis, Ohio, and was board-certified in family medicine and ambulatory care. (State of Ohio, Ohio eLicense Center at <<https://license.ohio.gov.lookup>>, query on August 4, 2011; Hearing Transcript [Tr.] at 26-27)

1998 Step I Consent Agreement

2. On August 12, 1998, the Board approved a Step I Consent Agreement [1998 Step I Consent Agreement] between Dr. Homish and the Board. The 1998 Step I Consent

Agreement, among other things, suspended his certificate to practice osteopathic medicine and surgery in Ohio for an indefinite period of time, based upon his violations of R.C. 4731.22(B)(10) and (26). The 1998 Step I Consent Agreement was based, in part, on Dr. Homish's reporting that he had obtained controlled substances for sleep and pain by self-prescribing and by having other physicians write prescriptions for him. He further admitted that he had written prescriptions in the names of four co-workers in order to obtain controlled substances for his own self-use. The 1998 Step I Consent Agreement became effective on August 12, 1998. (St. Ex. 8 at 1-9; Tr. at 28, 30)

1999 Step II Consent Agreement

3. On August 11, 1999, the Board approved a Step II Consent Agreement [1999 Step II Consent Agreement] between Dr. Homish and the Board. The 1999 Step II Consent Agreement, among other things, reinstated his certificate to practice osteopathic medicine and surgery in Ohio. The 1999 Step II Consent Agreement also indefinitely limited his license to non-emergency medicine only and imposed interim monitoring conditions and probationary terms, conditions, and limitations for at least five years. It also noted that Dr. Homish had undergone inpatient treatment at Shepherd Hill from November 6, 1998 through January 26, 1999.

The 1999 Step II Consent Agreement superseded the terms and conditions set forth in the 1998 Step I Consent Agreement. The 1999 Step II Consent Agreement became effective on August 11, 1999. (St. Ex. 8 at 10-20)

4. Dr. Homish was released from his 1999 Step II Consent Agreement on August 11, 2004. (St. Ex. 8 at 22; Tr. at 34)

2009 Step I Consent Agreement

5. On May 13, 2009, the Board approved a new Step I Consent Agreement [2009 Step I Consent Agreement] between Dr. Homish and the Board. The 2009 Step I Consent Agreement, among other things, suspended his certificate to practice osteopathic medicine and surgery in Ohio for an indefinite period of time, based upon his violations of R.C. 4731.22(B)(10) and (26). The 2009 Step I Consent Agreement was based, in part, on Dr. Homish's relapsing in May 2008 by taking hydrocodone, which he obtained through prescriptions for his low back pain; consuming alcohol on October 9, 2008, the day of his father's funeral; and drinking periodically thereafter; and also by taking Lunesta during this period. The 2009 Step I Consent Agreement was also based on the fact that Dr. Homish self-reported his relapse to the Board on March 17, 2009 and on the fact that he entered inpatient treatment at Talbott Recovery Campus, a Board-approved treatment provider in Atlanta, Georgia, on March 9, 2009. The 2009 Step I Consent Agreement became effective on May 13, 2009. (St. Ex. 8 at 21-32; Tr. at 38-39)

6. Dr. Homish testified that he has had issues with alcohol since 1994. He further stated that prior to his relapse on alcohol in October 2008, he had been sober for approximately 10 years. (Tr. at 31-32, 34, 84) In regard to his relapse, Dr. Homish testified as follows:

I knew when I started drinking again that it wasn't right, but I'd gotten away from my AA program. When my father became ill in May of '08, I started cutting back on my meetings, I stopped talking to people in the program, basically stopped doing the things that worked, and after his death, I didn't - - I was defenseless. I had lost that kit of spiritual tools that's referred to in the AA literature.

(Tr. at 35-36)

7. Dr. Homish acknowledged that he used alcohol from October 2008 through March 2009. He stated that he stopped practicing medicine in December 2008. (Tr. at 36, 85-86)
8. Dr. Homish testified that he completed 90 days of inpatient treatment at Talbott and was released in June 2009. (Tr. at 36-39, 84, 87)

2010 Step II Consent Agreement

9. On August 11, 2010, the Board approved a Step II Consent Agreement [2010 Step II Consent Agreement] between Dr. Homish and the Board. The 2010 Step II Consent Agreement, among other things, reinstated his certificate to practice osteopathic medicine and surgery in Ohio and imposed interim monitoring conditions and probationary terms, conditions, and limitations for at least five years.
10. In Paragraph E of the 2010 Step II Consent Agreement, it was noted that Dr. Homish had admitted that in February 2010, he entered an unauthorized area of his former employer and removed, without permission, samples of Flomax. Dr. Homish further admitted that he later returned the samples. He acknowledged that this act was non-compliant with his 2009 Step I Consent Agreement and agreed to psychiatric monitoring as "an appropriate way to address issues of anxiety, compulsiveness, and depression, which may have contributed to this wrongful conduct."
11. The August 2010 Step II Consent Agreement superseded the terms and conditions set forth in the 2009 Step I Consent Agreement. The August 2010 Step II Consent Agreement became effective on August 11, 2010, and remains in effect today. (St. Ex. 8 at 33-46; Tr. at 39)

Quarterly Personal Appearances

12. The 2010 Step II Consent Agreement includes the following provision in Paragraph 3:

Dr. Homish shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his May 2009 Step I Consent Agreement with the Board. 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.

(St. Ex. 8 at 35)

13. Dr. Homish admitted that he did not appear for the May 9, 2011 quarterly appearance before the Board. On the morning of May 9, 2011, Dr. Homish e-mailed Danielle Bickers, the Board's Compliance Supervisor, to tell her he would not be able to attend the meeting that day because he was sick. (Tr. at 47-51)

Dr. Homish's e-mail stated, in pertinent part:

Hi Danielle

I can't make it to the meeting today. I have been up all night with vomiting and diarrhea. I've seen so many patients lately with the same problems, that I must have picked up from them. I don't feel safe traveling the 2+ hours to get to Columbus.

(Respondent's Exhibit [Resp. Ex.] A)

14. Ms. Bickers emailed Dr. Homish later that morning and stated that "If you're going to miss the conference today * * * you'll need a physician's excuse." She further stated that the conference would be moved to the following day, May 10, 2011 at 9:00 a.m. Dr. Homish replied by e-mail that he would attend the rescheduled conference on May 10, 2011. (Resp. Ex. 1A)
15. Dr. Homish admitted that he did not attend the rescheduled conference on May 10, 2011. (Tr. at 50-51) On the morning of May 10, 2011, Dr. Homish emailed Ms. Bickers to tell her that he would not be able to attend the rescheduled conference because:

I tried to rest and stay hydrated, yet I am still having symptoms and am extremely exhausted. I simply don't feel well enough to drive the two hours to Columbus. I am so sorry!

(Resp. Ex. 1A)

16. Dr. Homish admitted that he did not provide a physician's excuse to Ms. Bickers and/or the Board prior to June 8, 2011.¹ However, he testified that he asked Dr. Aaron Karr, a co-worker at Ohio Valley Physicians, to provide him with a physician's excuse the week of May 9, 2011. (Tr. at 50-51)
17. Dr. Karr confirmed that Dr. Homish had asked him to provide the excuse in a timely manner but he forgot to provide it to the Board until June 10, 2011. Dr. Karr denied that he performed a physical examination on Dr. Homish or evaluated him for any illness during the week of May 9, 2011. (Resp. Ex. B; Tr. at 146-147, 151)
18. Dr. Homish testified that prior to May 9, 2011, he had never missed a quarterly meeting. (Tr. at 98)

Sobriety

19. The 2010 Step II Consent Agreement includes the following provision in Paragraph 9: "Dr. Homish shall abstain completely from the use of alcohol." (St. Ex. 8 at 36; Tr. at 52)
20. On May 12, 2011, at 5:15 p.m., Dr. Homish submitted a random urine specimen for drug screening to FirstLab. According to the FirstLab report, Dr. Homish's urine tested positive for ethyl glucuronide (EtG) and ethyl sulfate (EtS). (St. Ex. 5; Tr. at 55, 60)
21. According to a Stipulation entered into by the parties, the cutoff level for EtG and EtS is 250 ng/mL. The "cutoff level" means that any measurement of EtG and EtS *below* 250 ng/mL is considered a negative test for those substances. The quantitative result for Dr. Homish's EtG was 63000 ng/mL and was 13800 ng/mL for EtS. (St. Ex. 5; Board Exhibit [Bd. Ex.] 1)
22. Dr. Homish denies that he intentionally and/or knowingly ingested alcohol prior to May 12, 2011. He testified that he was "absolutely stunned and dumbfounded" when he received the results. He stated that he consumed and/or used the following items prior to the test which could have led to the positive result: bananas, Gatorade, soy sauce, and hand sanitizer. He further stated that he is an "insulin-dependent diabetic" which could have also caused the positive result. (Tr. at 61-62, 155-160)

Drug and Alcohol Screening

23. The 2010 Step II Consent Agreement includes the following provision in Paragraph 10:

Dr. Homish shall submit to random urine screens for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr.

¹ The Board issued the Notice of Summary Suspension and Opportunity for Hearing on June 8, 2011. (St. Ex. 1A)

Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis.

* * *

Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in his Consent Agreement.

* * *

Dr. Homish shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person.

(St. Ex. 8 at 37-38)

24. Dr. Homish admits that he failed to call in to FirstLab during the regularly scheduled hours on May 29, 2011. (Tr. at 66) On the evening of May 29, 2011, Dr. Homish sent an e-mail to Danielle Bickers notifying her that he forgot to call in to FirstLab and explained why he forgot to call in:

I realized after my A/A meeting tonight, after it ended at 8 pm, that I had forgotten to call/login this morning.

I want to take responsibility and accountability for it . . . as soon as I realized it! I woke this morning at 6:15 a.m., got showered, and went directly to an AA friend's house (Craig M.) at 7am to watch the live broadcast on Speed Channel, of the Formula One race in Monaco. We visited for awhile afterwards, and he showed some of his sports collectibles. I then left Craig's house, went to Walmart to get some plants for my new home. Next, I went to my brother-in-law's home, approximately 45 miles away, to drop off a business billing statement. Next, I proceeded to my wife's home to pick up a load of my belongings, which she has been wanting me to get "out of her house." That took a couple of hours, as she also wanted me to let her dogs outside for awhile. I returned to my residence in Athens, unloaded my belongings (a 2001 Land Rover Discovery full of my things). I potted several plants, did some weeding, and then showered the dirt and sweat off of me, just in time to make it to the 7pm meeting * * *. After the post-meeting visiting,

I went to get some Chinese take out food. On my way there, it suddenly occurred to me that I had failed to call in this morning. I did try, but the recording stated that it was outside of the specified hours. I got my food, returned home, and documented this as quickly as I can type on an iPad. A busy day, full of activity and road travel. I will make sure I wake up early to log in tomorrow morning.

(Resp. Ex. C)

25. Dr. Homish testified that in the two years prior to May 29, 2011, he had never missed a call or log-in to First Lab. (Tr. at 164-165)

Psychiatric Treatment

26. The 2010 Step II Consent Agreement included the following provision in Paragraph 18:

Upon approval by the Board, Dr. Homish shall undergo and continue psychiatric treatment monthly or as otherwise directed by the Board. Dr. Homish shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder. Dr. Homish shall ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis, or as otherwise directed by the Board. * * * ***Dr. Homish shall ensure that his treating psychiatrist immediately notifies the Board of his failure to comply with his psychiatric treatment and/or any determination that Dr. Homish is unable to practice due to his psychiatric disorder.*** * * *

(St. Ex. 8 at 42; Emphasis added)

27. Wheaton B. Wood, M.D., J.D., is a board-certified psychiatrist who is also certified in addiction medicine. He is licensed to practice medicine in Ohio, Virginia, and New Hampshire. Dr. Wood is the Board-approved psychiatrist for Dr. Homish. (Tr. at 105-106)
28. Dr. Wood testified that he has been treating Dr. Homish since 2009 for mild depression, anxiety, narcissism, and alcohol dependency. Dr. Wood testified that since April 2011, he has been seeing Dr. Homish on a weekly basis because “he’s been very anxious, and he’s required increased medicines * * *.” Dr. Wood prescribed the following medications for Dr. Homish: Librium (10 mg 3x/day), Valium (5 mg/p.r.n.), Lexapro (40 mg/day), and Remeron (1/2 15 mg/day). (Tr. at 107-109, 116-117)
29. Dr. Wood testified as to what led to Dr. Homish’s increased anxiety:

[His] marital problems began and he began to my appearance to be - - have more breakthrough anxiety, * * *.

Then, he fell apart, apparently, at work, and another doctor prescribed Valium and Diazepam. The doctor's name is Karr. And he presented to me * * * having gone back to an anxious state that I hadn't seen for over a year, and I realized that he had been much sicker than I had been aware, but Dr. Karr was able to see that sickness because they work together.

* * *

I could see sometimes his beard wasn't shaved. His hands were often clammy. His speech was quick. He would jump from idea to idea.

Mania? No, I don't think so. In his case, anxiety, as his world was falling apart, or as we would say more technically, as his defense system was disabled.

(Tr. at 121-122)

30. Dr. Homish testified that from March 2011 through May 2011, his anxiety level had increased because of personal and professional issues. He stated that his wife filed for divorce in late March, he discovered a "huge" tax liability that he owed in mid-April, and he was laid off from his job on May 13. (Tr. at 41-43, 50, 64)
31. On June 3, 2011, Dr. Wood sent an e-mail to Ms. Bickers stating that Dr. Homish is unable to practice.² (Tr. at 110-111) Dr. Wood's e-mail stated:

Jerry Homish is incapacitated from gainful employment as a physician because of uncontrolled anxiety. The incapacitation is retroactive to June 1, 2011 and I will review again on or before July 18th, 2011; but at this time, he is not capable to practice medicine in a safe and competent manner in accordance with minimal standards of care, [in] my opinion.

(St. Ex. 6)

32. Dr. Wood explained why he sent the June 3, 2011 e-mail to the Board:

I've known Dr. Homish now in a clinical sense for quite a few years, a couple years anyway. I've known hundreds of cases like him. * * * I could see he was heading for trouble and that it was getting worse, it was getting worse quickly, that the life situations were not likely to remit, and

² Dr. Wood sent a follow-up formal letter by ordinary mail to the Board dated June 10, 2011 (St. Ex. 2; Tr. at 114)

that I felt that it would be with his judgment due to such anxiety that he ought not to practice. (Tr. at 111)

* * *

And so he - - his attention would be distracted, his ability to think clearly with respect to what is the right thing * * *. (Tr. at 115)

33. Dr. Homish testified regarding his reaction to Dr. Wood's e-mail to the Board:

Actually, when he told me about that, I said, "That's a relief. I feel the weight's off my shoulders, that I don't have to worry about being back in a working situation feeling potentially impaired or blunted," I think is maybe the word that I used.

(Tr. at 77)

34. In regard to Dr. Wood's future treatment plan for Dr. Homish, Dr. Wood testified that:

The goal is to get him off the Benzodiazepines because it's not appropriate for a practicing physician, in my opinion, * * * with a substance abuse problem to be using Benzodiazepines, * * *.

(Tr. at 118-119)

35. Dr. Wood testified that he could not give an opinion as to when it would be safe for Dr. Homish to return back to practice. However, he stated that for Dr. Homish to return to practice, he would have to be off the Benzodiazepines for at least 30 days. (Tr. at 119-120)

Failure to Comply Section

36. The 2010 Step II Consent Agreement includes the following provision:

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Homish 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. Homish has violated any term, condition, or limitation of his Consent Agreement, Dr. Homish

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.

(St. Ex. 8 at 44)

Additional Testimony from Dr. Homish

37. Dr. Homish testified that after he was released from Talbott Hall in June 2009, he focused solely on his recovery. (Tr. at 41)
38. In February 2011, Dr. Homish found employment at Ohio Valley Physicians, a family practice, in Gallipolis. He testified that he would see walk-ins and fill in for Dr. Karr when he was out of town. (Tr. at 41-43, 50)
39. Dr. Homish submitted AA logs from June 8, 2009 to July 10, 2011 that show that he attended AA meetings at least three times per week. He also provided several letters from his AA community that attest to his recovery program and denied that he showed any signs of relapse. (Resp. Exs. F-1, G-G1, G3-G5)
40. Dr. Homish testified that he does not feel ready to return to the practice of medicine until he is off the Benzodiazepines and has some certainty from the Board regarding its decision in this matter. (Tr. at 180-181)

Additional Testimony from Dr. Wood and Dr. Karr

41. Dr. Wood testified that he did not see any signs that Dr. Homish had relapsed on alcohol. Dr. Wood stated that "from [Dr. Homish's] external behavior, I saw a very anxious man, not really someone who looked like they had relapsed on alcohol." (Tr. at 124, 128)

However, in response to whether he believed that Dr. Homish accidentally ingested alcohol, Dr. Wood stated as follows:

I don't know what to believe. I know that's kind of cagey. I looked at him. I looked at the number. Initially, I saw the number and it was the units that were unfamiliar to me, and I thought, boy, that sounds screwy. Then, as I got more into it, I thought, well, this is a positive. And then, he was so steadfast in his maintenance that he had not taken alcohol, I was nonplussed.

So did I believe him? No. He absolutely ingested ethyl alcohol. How he did that, was it rotten fruit? It could have been. And I decided that I was not - - I mean, do I believe him? He had to have ingested beverage ethyl

alcohol. How did he do it, I have no idea, like was it an accident or was it on purpose, and that was what I was left with.

(Tr. at 135-136)

42. Dr. Karr testified that he worked with Dr. Homish at Ohio Valley Physicians from February 2011 through May 2011. Dr. Karr stated that during this period of time, he saw no indication that Dr. Homish had relapsed on alcohol. In regard to Dr. Homish's skills as a physician, Dr. Karr remarked that Dr. Homish was "very competent," had good communication skills, and worked well with staff and patients. (Tr. at 142-144)

FINDINGS OF FACT

1. On August 12, 1998, the Board approved a Step I Consent Agreement [1998 Step I Consent Agreement] between Jerome David Homish, D.O. and the Board. The 1998 Step I Consent Agreement, among other things, suspended his certificate to practice osteopathic medicine and surgery in Ohio for an indefinite period of time, based upon his violations of R.C. 4731.22(B)(10) and (26). The 1998 Step I Consent Agreement was based, in part, on Dr. Homish's reporting that he obtained controlled substances for sleep and pain by self-prescribing and by having other physicians write prescriptions for him. He further admitted that he wrote prescriptions in the names of four co-workers in order to obtain controlled substances for his own self-use. The 1998 Step I Consent Agreement became effective on August 12, 1998.
2. On August 11, 1999, the Board approved a Step II Consent Agreement [1999 Step II Consent Agreement] between Dr. Homish and the Board. The 1999 Step II Consent Agreement, among other things, reinstated his certificate to practice osteopathic medicine and surgery in Ohio. The 1999 Step II Consent Agreement also indefinitely limited his license to non-emergency room medicine only and imposed interim monitoring conditions and probationary terms, conditions, and limitations for at least five years. It was also noted that Dr. Homish underwent inpatient treatment at Shepherd Hill from November 6, 1998 through January 26, 1999. The 1999 Step II Consent Agreement superseded the terms and conditions set forth in the 1998 Step I Consent Agreement. The 1999 Step II Consent Agreement became effective on August 11, 1999. Dr. Homish was released from his 1999 Step II Consent Agreement on August 11, 2004.
3. On May 13, 2009, the Board approved a Step I Consent Agreement [2009 Step I Consent Agreement] between Dr. Homish and the Board. The 2009 Step I Consent Agreement, among other things, suspended his certificate to practice osteopathic medicine and surgery in Ohio for an indefinite period of time, based upon his violations of R.C. 4731.22(B)(10) and (26). The 2009 Step I Consent Agreement was based, in part, on Dr. Homish's relapsing by taking hydrocodone, alcohol and sleeping pills. The 2009 Step I Consent Agreement was also based on the fact that Dr. Homish entered inpatient

treatment at Talbott Recovery Campus, a Board-approved treatment provider in Atlanta, Georgia, on March 9, 2009. The 2009 Step I Consent Agreement became effective on May 13, 2009.

4. On August 11, 2010, the Board approved a Step II Consent Agreement [2010 Step II Consent Agreement] between Dr. Homish and the Board. The 2010 Step II Consent Agreement, among other things, reinstated his certificate to practice osteopathic medicine and surgery in Ohio. The 2010 Step II Consent Agreement also imposed interim monitoring conditions and probationary terms, conditions, and limitations for at least five years. The August 2010 Step II Consent Agreement superseded the terms and conditions set forth in the 2009 Step I Consent Agreement. The August 2010 Step II Consent Agreement became effective on August 11, 2010, and remains in effect today.
5. Dr. Homish has failed to comply with Paragraph 3 of the 2010 Step II Consent Agreement in May 2011. Paragraph 3 of the 2010 Step II Consent Agreement requires that Dr. Homish make personal appearances before a designated representative of the Board, and such appearance must occur every three months thereafter and/or as otherwise requested by the Board. Dr. Homish admits that he failed to make a personal appearance before the Board and/or its representatives on May 9, 2011 and then failed to attend the rescheduled personal appearance on May 10, 2011.
6. Dr. Homish failed to comply with Paragraph 9 of the 2010 Step II Consent Agreement on May 12, 2011. Paragraph 9 of the 2010 Step II Consent Agreement requires that Dr. Homish completely abstain from the use of alcohol. Dr. Homish's urine tested positive for alcohol on May 12, 2011.
7. Dr. Homish failed to comply with Paragraph 10 of the 2010 Step II Consent Agreement on May 29, 2011. Paragraph 10 of the 2010 Step II Consent Agreement requires Dr. Homish to make daily call-ins and/or timely call in to a Board-approved facility to determine whether he had to provide a random urine specimen. Dr. Homish admits that he failed to call in to FirstLab on May 29, 2011.
8. By signing the 2010 Step II Consent Agreement, Dr. Homish contractually agreed that, if the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that he has violated any term, condition, or limitation of the agreement, such 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 R.C. 4731.22(G).
9. Wheaton Wood, M.D., J.D., a Board-approved psychiatrist, notified the Board on June 3, 2011, that Dr. Homish is not currently capable of practicing osteopathic medicine in a safe and competent manner in accordance with minimal standards of care due to uncontrolled anxiety. Dr. Wood testified that he is currently prescribing Librium,

Valium, Lexapro, and Remeron to Dr. Homish. Dr. Wood stated that Dr. Homish could not return to practice until he is off the Benzodiazepines for at least 30 days.

CONCLUSIONS OF LAW

1. The acts, conduct, and/or omissions of Dr. Homish as set forth in Findings of Fact 1-8, individually and/or collectively, demonstrate an “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” as set forth in R.C. 4731.22(B)(26).
2. The acts, conduct, and/or omissions of Dr. Homish as set forth in Findings of Fact 1-8, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a certificate to practice,” as set forth in R.C. 4731.22(B)(15).
3. The acts, conduct, and/or omissions of Dr. Homish as set forth in Findings of Fact 9, individually and/or collectively, demonstrate an “[i]nability to practice according to acceptable and prevailing standards of care by reasons of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills,” as set forth in R.C. 4731.22(B)(19).

DISCUSSION OF THE PROPOSED ORDER

It is undisputed that in a short window of time in May 2011, Dr. Homish failed to comply with several terms and conditions of his 2010 Step II Consent Agreement. Of these multiple violations, the Hearing Examiner is most concerned about Dr. Homish’s positive urine screen on May 13, 2011. In addition, Dr. Wood testified that Dr. Homish is not capable of practicing in a safe and competent manner in accordance with minimal standards of care due to uncontrolled anxiety. Dr. Wood further opined that Dr. Homish would not be able to return to practice until he has been off the benzodiazepines for at least 30 days.

Credibility: Dr. Homish denies that he ingested any alcohol prior to the test and insists that it must have been an accidental ingestion. However, the Hearing Examiner does not believe him. In comparing the cutoff levels of EtG and EtS to Dr. Homish’s quantitative results on that day, the Hearing Examiner is convinced that this was not an accidental ingestion or even a minimal ingestion. Rather, this was an intentional ingestion of ethyl alcohol. Therefore, his positive urine screen constitutes a second relapse, as well as a violation of his 2010 Step II Consent Agreement. See Rule 4731-16-01(B), Ohio Administrative Code. Moreover, the Hearing Examiner seriously questions whether Dr. Homish was being truthful when he testified that he could not attend his meeting with the Board because he was too sick. However, because Dr. Homish admits he did not attend the meeting and did not provide a physician’s excuse in a

timely manner, the Hearing Examiner does not need to decide whether he was truthful as to his illness.

The only remaining question now is the level of discipline that is appropriate. The evidence clearly demonstrates that the Board has made previous attempts to assist Dr. Homish in his efforts to recover. From 1998 through the present, Dr. Homish has entered into two different series of Step Agreements with the Board, has had two rounds of inpatient treatment, and has essentially been under this Board's monitoring for 9 years. In the past, Dr. Homish has demonstrated sobriety for at least 10 years, reported a relapse to the Board, and has been compliant with prior consent agreements.

Based on the foregoing, the Hearing Examiner recommends a one-year suspension of Dr. Homish's certificate, interim monitoring including continued psychiatric treatment, conditions for reinstatement/restoration, and probation for at least five years.

PROPOSED ORDER

It is hereby ORDERED that:

- A. **SUSPENSION OF CERTIFICATE:** The certificate of Jerome David Homish, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for a period of one year following the date of license suspension.
- B. **INTERIM MONITORING:** During the period that Dr. Homish's certificate to practice medicine and surgery in Ohio is suspended, Dr. Homish shall comply with the following terms, conditions, and limitations:
 1. **Obey the Law:** Dr. Homish shall obey all federal, state, and local laws, and all rules governing the practice of medicine and surgery in Ohio.
 2. **Declarations of Compliance:** Dr. Homish shall submit quarterly declarations under penalty of Board disciplinary action and/or criminal prosecution, stating whether there had been compliance with all the conditions of this Order. The first quarterly declaration must be received in the Board's offices on or before the first day of the third month following the month in which this Order becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
 3. **Personal Appearances:** Dr. Homish shall appear in person for an interview before the full Board or its designated representative during the third month following the month in which this Order becomes effective, or as otherwise directed by the Board. Subsequent personal appearances shall occur every three months thereafter, and/or as otherwise directed 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. **Sobriety:**

- a. **Abstention from Drugs:** Dr. Homish shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed, or administered to him by another so authorized by law who has full knowledge of Dr. Homish's history of chemical dependency and/or abuse and who may lawfully prescribe for him (for example, a physician who is not a family member). Further, in the event that Dr. Homish is so prescribed, dispensed, or administered any controlled substance, carisoprodol, or tramadol, Dr. Homish shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber, the name of the drug Dr. Homish received, the medical purpose for which he received the drug, the date the drug was initially received, and the dosage, amount, number of refills, and directions for use. Further, within 30 days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Homish shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
- b. **Abstention from Alcohol:** Dr. Homish shall abstain completely from the use of alcohol.

5. **Drug and Alcohol Screens; Drug Testing Facility and Collection Site:**

- a. Dr. Homish shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug-testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Homish's drug(s) of choice.
- b. Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. (The term "toxicology screen" is also be used herein for "urine screen" and/or "drug screen.")

All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Order.

Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Order.

- c. Dr. Homish shall abstain from the use of any substance that may produce a positive result on a toxicology screen, including the consumption of poppy seeds or other food or liquid that may produce a positive result on a toxicology screen.

Dr. Homish shall be held to an understanding and knowledge that the consumption or use of various substances, including but not limited to mouthwashes, hand-cleaning gels, and cough syrups, may cause a positive toxicology screen, and that unintentional ingestion of a substance is not distinguishable from intentional ingestion on a toxicology screen, and that, therefore, consumption or use of substances that may produce a positive result on a toxicology screen is prohibited under this Order.

- d. All urine screenings for drugs and alcohol shall be conducted through a Board-approved drug-testing facility and Board-approved collection site pursuant to the global contract between the approved facility and the Board, which provides for the Board to maintain ultimate control over the urine-screening process and to preserve the confidentiality of positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code. The screening process for random testing shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph B.6, below, to approve urine screenings to be conducted at an alternative drug-testing facility, collection site, and/or supervising physician, such approval shall be expressly contingent upon the Board's retaining ultimate control over the urine-screening process in a manner that preserves the confidentiality of positive screening results.
- e. Within 30 days of the effective date of this Order, Dr. Homish shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug-testing facility and/or collection site ("DFCS") in order to facilitate the screening process in the manner required by this Order.

Further, within 30 days of making such arrangements, Dr. Homish shall provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Homish and the Board-approved DFCS. Dr. Homish's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Order.

- f. Dr. Homish shall ensure that the urine-screening process performed through the Board-approved DFCS requires a daily call-in procedure, that

the urine specimens are obtained on a random basis, and that the giving of the specimen is witnessed by a reliable person.

In addition, Dr. Homish and the Board-approved DFCS shall ensure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening result.

- g. Dr. Homish shall ensure that the Board-approved DFCS provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Order, and whether all urine screens have been negative.
- h. In the event that the Board-approved DFCS becomes unable or unwilling to serve as required by this Order, Dr. Homish shall immediately notify the Board in writing, and make arrangements acceptable to the Board, pursuant to Paragraph B.6, below, as soon as practicable. Dr. Homish shall further ensure that the Board-approved DFCS also notifies the Board directly of its inability to continue to serve and the reasons therefor.
- i. The Board, in its sole discretion, may withdraw its approval of any DFCS in the event that the Secretary and Supervising Member of the Board determine that the DFCS has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

6. **Alternative Drug-testing Facility and/or Collection Site:** It is the intent of this Order that Dr. Homish shall submit urine specimens to the Board-approved DFCS chosen by the Board. However, in the event that using the Board-approved DFCS creates an extraordinary hardship on Dr. Homish, as determined in the sole discretion of the Board, then, subject to the following requirements, the Board may approve an alternative DFCS or a supervising physician to facilitate the urine-screening process for Dr. Homish.

- a. Within 30 days of the date on which Dr. Homish is notified of the Board's determination that utilizing the Board-approved DFCS constitutes an extraordinary hardship on Dr. Homish, he shall submit to the Board in writing for its prior approval the identity of either an alternative DFCS or the name of a proposed supervising physician to whom Dr. Homish shall submit the required urine specimens.

In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Homish's residence or employment location, or to a physician who practices in the same locale as Dr. Homish. Dr. Homish shall ensure that the urine-screening process performed through the alternative DFCS or through the

supervising physician requires a daily call-in procedure, that the urine specimens are obtained on a random basis, and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish shall ensure that the alternative DFCS or the supervising physician maintains appropriate control over the specimen and immediately informs the Board of any positive screening result.

- b. Dr. Homish shall ensure that the alternative DFCS or the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Order, and whether all urine screens have been negative.
 - c. In the event that the designated alternative DFCS or the supervising physician becomes unable or unwilling to so serve, Dr. Homish shall immediately notify the Board in writing. Dr. Homish shall further ensure that the previously designated alternative DFCS or the supervising physician also notifies the Board directly of the inability to continue to serve and the reasons therefor. Further, in the event that the approved alternative DFCS or supervising physician becomes unable to serve, Dr. Homish shall, in order to ensure that there will be no interruption in his urine-screening process, immediately commence urine screening at the Board-approved DFCS chosen by the Board, until such time, if any, that the Board approves a different DFCS or supervising physician, if requested by Dr. Homish.
 - d. The Board, in its sole discretion, may disapprove any entity or facility proposed to serve as Dr. Homish's designated alternative DFCS or any person proposed to serve as his supervising physician, or may withdraw its approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.
7. **Reports Regarding Drug and Alcohol Screens:** All screening reports required under this Order from the Board-approved DFCS, the alternative DFCS and/or supervising physician must be received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance. It is Dr. Homish's responsibility to ensure that reports are timely submitted.
 8. **Additional Screening Without Prior Notice:** Upon the Board's request and without prior notice, Dr. Homish shall provide a specimen of his blood, breath, saliva, urine, and/or hair for screening for drugs and alcohol, for analysis of therapeutic levels of

medications that may be prescribed for Dr. Homish, or for any other purpose, at Dr. Homish's expense. Dr. Homish's refusal to submit a specimen upon the request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary and Supervising Member of the Board.

9. **Rehabilitation Program**: Dr. Homish shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or C.A., no less than three times per week, or as otherwise ordered by the Board. Substitution of any other specific program must receive prior Board approval.

Dr. Homish shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance.

10. **Comply with the Terms of Aftercare Contract**: Dr. Homish shall maintain continued compliance with the terms of the aftercare contract(s) entered into with his treatment provider(s), provided that, where terms of an aftercare contract conflict with terms of this Order, the terms of this Order shall control.

11. **Psychiatric Treatment**: The person previously approved by the Board to serve as Dr. Homish's treating psychiatrist pursuant to the August 2010 Step II Consent Agreement is hereby approved to continue as Dr. Homish's designated treating psychiatrist under this Order, unless within 30 days of the effective date of this Order, Dr. Homish submits to the Board for its prior approval the name and curriculum vitae of an alternative psychiatrist of his choice, and that alternative psychiatrist is approved by the Board or its designee.

Dr. Homish shall undergo and continue psychiatric treatment at the rate of visits recommended by the approved treating psychiatrist, or as otherwise directed by the Board. The sessions shall be in person and may not be conducted by telephone or other electronic means. Dr. Homish shall comply with his psychiatric treatment plan, including taking medications as prescribed and/or ordered for his psychiatric disorder and submitting to periodic tests of his blood and/or urine.

Dr. Homish shall continue in psychiatric treatment until such time as the Board determines that no further treatment is necessary. Dr. Homish shall continue to ensure that psychiatric reports are forwarded by his treating psychiatrist to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Homish's declarations of compliance. The psychiatric reports shall contain information describing Dr. Homish's current treatment plan and any

changes that have been made to the treatment plan since the prior report; his compliance with the treatment plan; his mental status; his progress in treatment; and results of any laboratory or other studies that have been conducted since the prior report.

Dr. Homish shall ensure that his treating psychiatrist immediately notifies the Board of Dr. Homish's failure to comply with his psychiatric treatment plan and/or any determination that Dr. Homish is unable to practice due to his psychiatric disorder.

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Homish shall immediately so notify the Board in writing and make arrangements acceptable to the Board for another treating psychiatrist as soon as practicable. Dr. Homish shall further ensure that the previously designated treating psychiatrist also notifies the Board directly of his or her inability to continue to serve and the reasons therefor.

The Board, in its sole discretion, may disapprove any psychiatrist proposed to serve as Dr. Homish's designated treating psychiatrist, or withdraw its approval of any psychiatrist previously approved to serve as Dr. Homish's designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

12. **Releases:** Dr. Homish shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Homish's chemical dependency and/or related conditions, or for purposes of complying with this Order, whether such treatment or evaluation occurred before or after the effective date of this Order. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43, Ohio Revised Code, and are confidential pursuant to statute.

Dr. Homish shall also provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event Dr. Homish fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Order.

13. **Absences from Ohio:** Dr. Homish shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the suspension/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. Further, the Secretary and Supervising Member of the Board shall have discretion to waive part or all of the monitoring terms set forth in this Order for occasional periods of absence of 14 days or less.

In the event that Dr. Homish resides and/or is employed at a location that is within 50 miles of the geographic border of Ohio and a contiguous state, Dr. Homish may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Homish is otherwise able to maintain full compliance with all other terms, conditions and limitations set forth in this Order.

14. **Required Reporting of Change of Address:** Dr. Homish shall notify the Board in writing of any change of residence address and/or principal practice address within 30 days of the change.

C. **CONDITIONS FOR REINSTATEMENT OR RESTORATION:** The Board shall not consider reinstatement or restoration of Dr. Homish's certificate to practice medicine and surgery until all of the following conditions have been met:

1. **Application for Reinstatement or Restoration:** Dr. Homish shall submit an application for reinstatement or restoration, accompanied by appropriate fees, if any.
2. **Compliance with Interim Conditions:** Dr. Homish shall have maintained compliance with all the terms and conditions set forth in Paragraph B of this Order.
3. **Demonstration of Ability to Resume Practice:** Dr. Homish shall demonstrate to the satisfaction of the Board that he can practice in compliance with acceptable and prevailing standards of care. Such demonstration shall include but shall not be limited to the following:
 - a. Certification from a treatment provider approved under Section 4731.25, Ohio Revised Code, that Dr. Homish has successfully completed a minimum of 28 days of inpatient/residential treatment for chemical dependency/abuse at a treatment provider approved by the Board.
 - b. Evidence of continuing full compliance with an aftercare contract with a treatment provider approved under Section 4731.25, Ohio Revised Code. Such evidence shall include, but shall not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with Rule 4731-16-10, Ohio Administrative Code.

- c. Evidence of continuing full compliance with this Order.
- d. Two written reports indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care, with respect to chemical dependency/abuse.

The reports shall have been made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Homish. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Homish shall provide the assessors with copies of patient records from any evaluation and/or treatment that he has received, and a copy of this Order. The reports of the assessors shall include any recommendations for treatment, monitoring, or supervision of Dr. Homish, and any conditions, restrictions, or limitations that should be imposed on Dr. Homish's practice. The reports shall also describe the basis for the assessor's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement or restoration. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

4. **Psychiatric Reports Evidencing Fitness to Practice; Recommended Limitations:** At the time Dr. Homish submits his application for reinstatement or restoration, Dr. Homish shall provide the Board with written reports of evaluation by two psychiatrists acceptable to the Board indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing in accordance with acceptable and prevailing standards of care. Such evaluations shall have been performed within 60 days prior to Dr. Homish's application for reinstatement or restoration. The reports of evaluation shall describe with particularity the bases for the determination that Dr. Homish has been found capable of practicing according to acceptable and prevailing standards of care and shall include any recommended limitations upon his practice.
5. **Additional Evidence of Fitness To Resume Practice:** In the event that

Dr. Homish has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement or restoration, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of his fitness to resume practice.

- D. **PROBATION:** Upon reinstatement or restoration, Dr. Homish's certificate shall be subject to the following PROBATIONARY terms, conditions, and limitations for a period of at least five years:
1. **Terms, Conditions, and Limitations Continued from Suspension Period:** Dr. Homish shall continue to be subject to the terms, conditions, and limitations specified in Paragraph B of this Order.
 2. **Tolling of Probationary Period While Out of Compliance:** In the event Dr. Homish is found by the Secretary of the Board to have failed to comply with any provision of this Order, 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 Order.
- E. **TERMINATION OF PROBATION:** Upon successful completion of probation, as evidenced by a written release from the Board, Dr. Homish's certificate will be fully restored.
- F. **VIOLATION OF THE TERMS OF THIS ORDER:** If Dr. Homish violates the terms of this Order in any respect, the Board, after giving his notice and the opportunity to be heard, may institute whatever disciplinary action it deems appropriate, up to and including the permanent revocation of his certificate.
- G. **REQUIRED REPORTING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS ORDER:**
1. **Required Reporting to Employers and Others:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order to all employers or entities with which he is under contract to provide healthcare services (including but not limited to third-party payors), or is receiving training; and the Chief of Staff at each hospital or healthcare center where he has privileges or appointments. Further, Dr. Homish shall promptly provide a copy of this Order to all employers or entities with which he contracts in the future to provide healthcare services (including but not limited to third-party payors), or applies for or receives training, and the Chief of Staff at each hospital or healthcare center where he applies for or obtains privileges or appointments. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.

In the event that Dr. Homish provides any healthcare services or healthcare direction or medical oversight to any emergency medical services organization or emergency medical services provider in Ohio, within 30 days of the effective date of this Order, he shall provide a copy of this Order to the Ohio Department of Public Safety, Division of Emergency Medical Services. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.

2. **Required Reporting to Other State Licensing Authorities:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order 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. Also, Dr. Homish shall provide a copy of this Order at the time of application to the proper licensing authority of any state or jurisdiction in which he applies for any professional license or reinstatement/restoration of any professional license. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.
3. **Required Reporting to Treatment Providers/Monitors:** Within 30 days of the effective date of this Order, Dr. Homish shall provide a copy of this Order to all persons and entities that provide chemical dependency/abuse treatment to or monitoring of Dr. Homish. This requirement shall continue until Dr. Homish receives from the Board written notification of the successful completion of his probation.
4. **Required Documentation of the Reporting Required by Paragraph G:** Dr. Homish shall provide this Board with **one** of the following documents as proof of each required notification within 30 days of the date of each such notification: (a) the return receipt of certified mail within 30 days of receiving that return receipt, (b) an acknowledgement of delivery bearing the original ink signature of the person to whom a copy of the Order was hand delivered, (c) the original facsimile-generated report confirming successful transmission of a copy of the Order to the person or entity to whom a copy of the Order was faxed, or (d) an original computer-generated printout of electronic mail communication documenting the e-mail transmission of a copy of the Order to the person or entity to whom a copy of the Order was e-mailed.

EFFECTIVE DATE OF ORDER: This Order shall become effective immediately upon the mailing of the notification of approval by the Board.

A handwritten signature in black ink that reads "Danielle R. Blue". The signature is written in a cursive style and is positioned above a horizontal line.

Danielle R. Blue, Esq.
Hearing Examiner



State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

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EXCERPT FROM THE DRAFT MINUTES OF SEPTEMBER 14, 2011

REPORTS AND RECOMMENDATIONS AND PROPOSED FINDINGS AND PROPOSED ORDERS

Dr. Suppan announced that the Board would now consider the Reports and Recommendations, and the Proposed Findings and Proposed Order appearing on its agenda.

Dr. Suppan asked whether each member of the Board had received, read and considered the hearing records; the Findings of Fact, Conclusions of Law, Proposed Orders, and any objections filed in the matters of: John Edward Beathler, Jr., M.D.; Francis Emile Dumont, M.D.; Jerome David Homish, D.O.; Venkat Krishna Mothkur, M.D.; Jessica Neimeister, L.M.T.; William Francis Pomputius, Jr., M.D.; Corey Douglas Schneeman, P.A., and Amjad Shidyak, M.D. A roll call was taken:

ROLL CALL:	Dr. Stafford	- aye
	Mr. Hairston	- aye
	Dr. Amato	- aye
	Dr. Mahajan	- aye
	Dr. Steinbergh	- aye
	Dr. Suppan	- aye
	Dr. Madia	- aye
	Dr. Talmage	- aye
	Ms. Elsass	- aye
	Dr. Ramprasad	- aye

Dr. Suppan asked whether each member of the Board understands that the disciplinary guidelines do not limit any sanction to be imposed, and that the range of sanctions available in each matter runs from dismissal to permanent revocation. A roll call was taken:

ROLL CALL:	Dr. Stafford	- aye
	Mr. Hairston	- aye
	Dr. Amato	- aye
	Dr. Mahajan	- aye
	Dr. Steinbergh	- aye
	Dr. Suppan	- aye
	Dr. Madia	- aye
	Dr. Talmage	- aye
	Ms. Elsass	- aye
	Dr. Ramprasad	- aye

Dr. Suppan noted that, in accordance with the provision in section 4731.22(F)(2), Ohio Revised Code, specifying that no member of the Board who supervises the investigation of a case shall participate in further adjudication of the case, the Secretary and Supervising Member must abstain from further

participation in the adjudication of these matters. In the matters before the Board today, Dr. Talmage served as Secretary and Mr. Albert and Dr. Amato served as Supervising Members. However, the cases of Corey Douglas Schneeman, P.A., and Amjad Shidyak, M.D., are non-disciplinary in nature and only concern the respondents' credentials for licensure. Therefore, Dr. Talmage and Dr. Amato may vote in those matters

Dr. Suppan reminded all parties that no oral motions may be made during these proceedings.

The original Reports and Recommendations shall be maintained in the exhibits section of this Journal.

.....
JEROME DAVID HOMISH, D.O., Case No. 11-CRF-064
.....

Dr. Steinbergh moved to approve and confirm Ms. Blue's Findings of Fact, Conclusions of Law, and Proposed Order in the matter of Jerome David Homish, D.O. Dr. Mahajan seconded the motion.

.....
A vote was taken on Dr. Steinbergh's motion to approve:

ROLL CALL:	Dr. Strafford	- abstain
	Mr. Hairston	- aye
	Dr. Amato	- abstain
	Dr. Mahajan	- aye
	Dr. Steinbergh	- aye
	Dr. Suppan	- aye
	Dr. Madia	- aye
	Dr. Talmage	- abstain
	Ms. Elsass	- aye
	Dr. Ramprasad	- aye

The motion to approve carried.

State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

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med.ohio.gov

June 8, 2011

Case number: 11-CRF- *064*

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Dear Doctor Homish:

Enclosed please find certified copies of the Entry of Order, the Notice of Summary Suspension and Opportunity for Hearing, and an excerpt of the Minutes of the State Medical Board, meeting in regular session on June 8, 2011, including a Motion adopting the Order of Summary Suspension and issuing the Notice of Summary Suspension and Opportunity for Hearing.

You are advised that continued practice after receipt of this Order shall be considered practicing without a certificate, in violation of Section 4731.43, Ohio Revised Code.

Pursuant to Chapter 119, Ohio Revised Code, you are hereby advised that you are entitled to a hearing on the matters set forth in the Notice of Summary Suspension and Opportunity for Hearing. If you wish to request such hearing, that request must be made in writing and be received in the offices of the State Medical Board within thirty days of the time of mailing of this notice. Further information concerning such hearing is contained within the Notice of Summary Suspension and Opportunity for Hearing.

THE STATE MEDICAL BOARD OF OHIO


Lance A. Talmage, M.D., Secretary

LAT/SRS/flb
Enclosures

Mailed 6-9-11

CERTIFICATION

I hereby certify that the attached copies of the Entry of Order of the State Medical Board of Ohio and the Motion by the State Medical Board, meeting in regular session on June 8, 2011, to Adopt the Order of Summary Suspension and to Issue the Notice of Summary Suspension and Opportunity for Hearing, constitute true and complete copies of the Motion and Order in the Matter of Jerome David Homish, D.O., Case number: 11-CRF- 064 as they appear in the Journal of the State Medical Board of Ohio.

This certification is made under the authority of the State Medical Board of Ohio and in its behalf.


Lance A. Talmage, M.D., Secretary

(SEAL)

June 8, 2011
Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF :
JEROME DAVID HOMISH, D.O. :
CASE NUMBER: 11-CRF-064 :

ENTRY OF ORDER

This matter came on for consideration before the State Medical Board of Ohio the 8th day of June, 2011.

Pursuant to Section 4731.22(G), Ohio Revised Code, and pursuant to the contractual terms of the Step II Consent Agreement Between Jerome David Homish, D.O., and the State Medical Board of Ohio, effective August 11, 2010, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Jack C. Amato, M.D. Acting Supervising Member; and

Pursuant to their determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that there is clear and convincing evidence that Dr. Homish, has violated Sections 4731.22(B)(15), (B)(19), and (B)(26), Ohio Revised Code, as alleged in the Notice of Summary Suspension and Opportunity for Hearing that is enclosed herewith and fully incorporated herein; and,

Pursuant to their further determination, based upon their review of the information supporting the allegations as set forth in the Notice of Summary Suspension and Opportunity for Hearing, that Dr. Homish's continued practice presents a danger of immediate and serious harm to the public;

The following Order is hereby entered on the Journal of the State Medical Board of Ohio for the 8th day of June, 2011:

It is hereby ORDERED that the certificate of Jerome David Homish, D.O. to practice osteopathic medicine and surgery in the State of Ohio be summarily suspended.

It is hereby ORDERED that Jerome David Homish, D.O., shall immediately cease the practice of osteopathic medicine and surgery in Ohio and immediately refer all active patients to other appropriate physicians.

This Order shall become effective immediately.

(SEAL)


Lance A. Talmage, M.D., Secretary

June 8, 2011
Date



State Medical Board of Ohio

30 E. Broad Street, 3rd Floor, Columbus, OH 43215-6127

Richard A. Whitehouse, Esq.
Executive Director

(614) 466-3934
med.ohio.gov

NOTICE OF SUMMARY SUSPENSION AND OPPORTUNITY FOR HEARING

June 8, 2011

Case number: 11-CRF-064

Jerome David Homish, D.O.
801 Altamonte Drive
Athens, OH 45701

Dear Doctor Homish:

The Secretary and the Acting Supervising Member of the State Medical Board of Ohio [Board] have determined that there is clear and convincing evidence that you have violated Sections 4731.22(B)(15), (B)(19), and (B)(26), Ohio Revised Code, and have further determined that your continued practice presents a danger of immediate and serious harm to the public, as set forth in paragraphs (1) through (6), below.

Therefore, pursuant to Section 4731.22(G), Ohio Revised Code, and pursuant to the Step II Consent Agreement Between Jerome David Homish D.O., and the State Medical Board of Ohio, effective August 11, 2010, and upon recommendation of Lance A. Talmage, M.D., Secretary, and Jack C. Amato, M.D., Acting Supervising Member, you are hereby notified that, as set forth in the attached Entry of Order, your certificate to practice osteopathic medicine and surgery in the State of Ohio is summarily suspended. Accordingly, at this time, you are no longer authorized to practice osteopathic medicine and surgery in Ohio.

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

- (1) You are currently under a Step II Consent Agreement with the Board, which became effective August 11, 2010 [August 2010 Step II Consent Agreement], based

upon your violation of Sections 4731.22(B)(10) and (26), Ohio Revised Code, related to your first relapse on drugs and alcohol. The August 2010 Step II Consent Agreement also requires psychiatric monitoring to address issues of anxiety, compulsiveness, and depression.

You have a disciplinary history with the Board which includes a Step I Consent Agreement, effective May 13, 2009, for your first relapse on drugs and alcohol commencing in May 2008 and after you initially completed in-patient treatment for chemical dependency during or about November 1998 through January 1999. Your 2008 relapse resulted in your certificate to practice osteopathic medicine and surgery in the state of Ohio being indefinitely suspended, but not less than 180 days. Following your suspension, and after you completed in-patient treatment during or about March through June 2009 for your relapse, your certificate to practice osteopathic medicine and surgery in Ohio was reinstated subject to probationary terms, conditions, and limitations, pursuant to the terms of the August 2010 Step II Consent Agreement.

- (2) Paragraph 3 of the August 2010 Step II Consent Agreement provides that you shall appear in person for an interview before the Board or its designated representative at quarterly intervals. You were scheduled for such an interview on May 9, 2011 with a Board representative. However, on May 9, 2011, you notified the representative of the Board that you were unable to appear due to vomiting and diarrhea. The representative of the Board informed you to obtain a physician's excuse and to appear on May 10, 2011, for the interview. While you initially agreed to this, you failed to provide a physician's excuse and did not appear on May 10, 2011, informing the representative that you were still concerned about your ability to travel.
- (3) As part of the August 2010 Step II Consent Agreement, you agreed to comply with specified probationary terms, conditions and limitations for a period of at least five years. In Paragraph 9 of the August 2010 Step II Consent Agreement, you agreed to abstain completely from the use of alcohol.

Despite this provision, the urine specimen that you submitted for drug screening on or about May 12, 2011, was reported as positive for alcohol and GC confirmed for alcohol at 0.06%.

- (4) Paragraph 10 of the August 2010 Step II Consent Agreement provides that the urine screening collection process requires a daily call in procedure.

Despite this provision, on or about May 29, 2011, you notified a representative of the Board that you failed on that date to call or log in to see if you were scheduled for a random urine screen on that date.

- (5) In the “Failure to Comply” provision of your August 2010 Step II Consent Agreement, you contractually agreed that, if the Secretary and Supervising member of the Board determine that there is clear and convincing evidence that you have violated any term, condition or limitation of the agreement, such violation, as alleged, also constitutes clear and convincing evidence that your 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.
- (6) Further, on or about June 3, 2011, your treating psychiatrist notified the Board that you are currently not capable of practicing osteopathic medicine in a safe and competent manner in accordance with minimal standards of care due to uncontrolled anxiety.

Section 4731.22(B)(26), Ohio Revised Code, provides that if the Board determines that an individual’s ability to practice is impaired, the Board shall suspend the individual’s certificate and shall require the individual, as a condition for continued, reinstated, or renewed certification to practice, to submit to treatment and, before being eligible to apply for reinstatement, to demonstrate to the Board the ability to resume practice in compliance with acceptable and prevailing standards of care, including completing required treatment, providing evidence of compliance with an aftercare contract or written consent agreement, and providing written reports indicating that the individual’s ability to practice has been assessed by individuals or providers approved by the Board and that the individual has been found capable of practicing according to acceptable and prevailing standards of care.

Further, Rule 4731-16-02(B)(1), Ohio Administrative Code, provides that if an examination discloses impairment, or if the Board has other reliable, substantial and probative evidence demonstrating impairment, the Board shall initiate proceedings to suspend the licensee, and may issue an order of summary suspension as provided in Section 4731.22(G), Ohio Revised Code.

Further, Rule 4731-16-02(B)(2), Ohio Administrative Code, additionally provides that if an individual has relapsed during or following treatment, it shall constitute independent proof of impairment and shall support license suspension or denial without the need for an examination.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (5) above, individually and/or collectively, constitute “[i]mpairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” as that clause is used in Section 4731.22(B)(26), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) through (5) above, individually and/or collectively, constitute a “[v]iolation of the conditions of

limitation placed by the board upon a certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Further, your acts, conduct, and/or omissions as alleged in paragraphs (1) and (6) above, individually and/or collectively constitute “[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,” as that clause is used in Section 4731.22(B)(19), Ohio Revised Code.

Pursuant to Chapter 119., Ohio Revised Code, and Chapter 4731., Ohio Revised Code, you are hereby advised that you are entitled to a hearing concerning these matters. 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 days of the time of mailing of this notice.

You are further advised that, if you timely request a hearing, 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 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, permanently revoke, suspend, refuse to register or reinstate your certificate to practice osteopathic medicine and surgery or to reprimand you or place you on probation.

Please note that, whether or not you request a hearing, Section 4731.22(L), Ohio Revised Code, provides that “[w]hen the board refuses to grant a certificate to an applicant, revokes an individual’s certificate to practice, refuses to register an applicant, or refuses to reinstate an individual’s certificate to practice, the board may specify that its action is permanent. An individual subject to a permanent action taken by the board is forever thereafter ineligible to hold a certificate to practice and the board shall not accept an application for reinstatement of the certificate or for issuance of a new certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Lance A. Talmage, M.D.
Secretary

Notice of Summary Suspension
& Opportunity for Hearing
Jerome David Homish, D.O.
Page 5

Enclosures

CERTIFIED MAIL #91 7199 9991 7030 3308 1793
RETURN RECEIPT REQUESTED

cc: Hand Delivery

cc: Elizabeth Collis, Esq.
Collis Smiles & Collis
1650 Lake Shore Drive, Suite 225
Columbus, OH 43204

CERTIFIED MAIL #91 7199 9991 7030 3308 1786
RETURN RECEIPT REQUESTED

**STEP II
CONSENT AGREEMENT
BETWEEN
JEROME DAVID HOMISH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Jerome David Homish, D.O., [Dr. Homish], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Homish 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)(26), Ohio Revised Code, for “impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice,” and/or Section 4731.22(B)(10), Ohio Revised Code, for “[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth herein, as well Section 4731.22(B)(26), Ohio Revised Code, and Section 4731.22(B)(10), Ohio Revised Code, to wit: Deception to Obtain a Dangerous Drug, Section 2929.22, Ohio Revised Code, as set forth in the Step I Consent Agreement Between Dr. Homish and the State Medical Board, effective May 13, 2009 [May 2009 Step I Consent Agreement], a copy of which is attached hereto and incorporated herein. 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 Agreement.

- C. Dr. Homish is seeking reinstatement of his certificate to practice osteopathic medicine and surgery, license number 34.005148, which was indefinitely suspended, but not less than 180 days, pursuant to the aforementioned May 2009 Step I Consent Agreement.
- D. Dr. Homish states that he is also licensed to practice osteopathic medicine and surgery in the State of West Virginia.
- E. Dr. Homish admits that he entered treatment for a relapse on alcohol and drugs at Talbott Recovery Campus, a Board-approved treatment provider in Atlanta, Georgia. Dr. Homish admits that he entered treatment on or about March 13, 2009, and was discharged on or about June 7, 2009, after satisfactorily completing a residential program of at least 28 days.

Dr. Homish admits that on or about February 10, 2010, he entered into a continuing aftercare contract with Greene Hall Outpatient Services, a Board-approved treatment provider in Dayton, Ohio. Dr. Homish states and the Board acknowledges receipt of information to support that he has remained compliant with the terms of his aftercare contract with Greene Hall Outpatient Services which consists of at least 104 weekly sessions over a period of a minimum of two years.

Dr. Homish admits that in or around February 2010, he entered an unauthorized area of his former employer and removed, without permission, samples of Flomax. Dr. Homish admits to later returning all of the samples of medicine he improperly took. Dr. Homish acknowledges such conduct to be in non-compliance with his May 2009 Step I Consent Agreement and agrees to psychiatric monitoring as an appropriate way to address issues of anxiety, compulsiveness, and depression, which may have contributed to his wrongful conduct.

Dr. Homish states and the Board acknowledges that Steven W. Clay, D.O., a physician approved by the Board, and Wheaton B. Wood, M.D., a physician approved by the Board, have each provided written reports opining that Dr. Homish's ability to practice osteopathic medicine has been assessed and that he has been found capable of practicing osteopathic medicine and surgery according to acceptable and prevailing standards of care, so long as certain treatment and monitoring requirements are in place. Such treatment and monitoring requirements include participating in aftercare, maintaining participation in an alcohol and drug rehabilitation program, such as A.A. or Caduceus, and random urine testing.

Dr. Homish states and the Board acknowledges receipt of information to support that Dr. Homish has fulfilled the conditions for reinstatement of his certificate to practice osteopathic medicine and surgery in the State of Ohio, as established in the above referenced May 2009 Step I Consent Agreement.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of Dr. Homish to practice osteopathic medicine and surgery in the State of Ohio shall be REINSTATED, and Dr. Homish knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Homish shall obey all federal, state, and local laws, and all rules governing the practice of osteopathic medicine in Ohio.
2. Dr. Homish 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 date his quarterly declaration would have been due pursuant to his May 2009 Step I Consent Agreement with the Board, 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.
3. Dr. Homish shall appear in person for an interview before the full Board or its designated representative. The first such appearance shall take place on the date his appearance would have been scheduled pursuant to his May 2009 Step I Consent Agreement with the Board. 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. Homish 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. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the probationary terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Homish resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Homish may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Homish is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

5. In the event Dr. Homish 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 OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

6. Dr. Homish shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, on the date upon which Dr. Homish's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Homish shall make his patient records with regard to such prescribing available for review by an agent of the Board immediately upon request.
7. Dr. Homish shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 8 below) any controlled substances as defined by state or federal law. In the event that the Board agrees at a future date to modify this Consent Agreement to allow Dr. Homish to administer or personally furnish controlled substances, Dr. Homish shall keep a log of all controlled substances prescribed, administered or personally furnished. Such log shall be submitted in the format approved by the Board and shall be submitted to the Board no later than the date upon which Dr. Homish's quarterly declaration is due, or as otherwise directed by the Board. Further, Dr. Homish shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board immediately upon request.

Sobriety

8. Dr. Homish shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Homish's history of chemical dependency. Further, in the event that Dr. Homish is so prescribed, dispensed or administered any controlled substance, carisoprodol, or tramadol, Dr. Homish shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Homish received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Homish shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.
9. Dr. Homish shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Drug Testing Facility and Collection Site

10. Dr. Homish shall submit to random urine screenings for drugs and alcohol at least two times per month, or as otherwise directed by the Board. Dr. Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Homish's drug(s) of choice.

Dr. Homish shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Homish acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site pursuant to the global contract between said facility and the Board, that provides for the Board to maintain ultimate control over the urine screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code, and the screening process shall require a daily call-in procedure. Further, in the event that the Board exercises its discretion, as provided in Paragraph 11 below, to approve urine screenings to be conducted at an alternative drug testing facility and/or collection site or a supervising physician, such approval shall be expressly contingent upon the Board retaining ultimate control over the urine screening process in a manner that preserves the aforementioned confidentiality of all positive screening results.

Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

Further, within thirty days of the effective date of this Consent Agreement, Dr. Homish shall enter into the necessary financial and/or contractual arrangements with the Board-approved drug testing facility and/or collection site in order to facilitate the urine screening process in the manner required by this Consent Agreement. Further, Dr. Homish shall promptly provide to the Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr.

Homish and the Board-approved drug testing facility and/or collection site. Dr. Homish's failure to timely complete such arrangements, or failure to timely provide written documentation to the Board of completion of such arrangements, shall constitute a violation of this Consent Agreement. However, Dr. Homish and the Board further agree that in the event Dr. Homish previously entered into the aforementioned financial and contractual agreements pursuant to the requirements of a prior consent agreement with the Board under which Dr. Homish is currently participating in an ongoing urine screening process, then this requirement shall be waived under the instant consent agreement.

Dr. Homish shall ensure that the urine screening process performed through the Board-approved drug testing facility and/or collection site requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish and the Board-approved drug testing facility and collection site shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Homish shall ensure that the Board-approved drug testing facility and/or collection site provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.

In the event that the Board-approved drug testing facility and/or collection site becomes unable or unwilling to serve as required by this Consent Agreement, Dr. Homish must immediately notify the Board in writing, and make arrangements acceptable to the Board pursuant to Paragraph 11 below, as soon as practicable. Dr. Homish shall further ensure that the Board-approved drug testing facility and/or collection site also notifies the Board directly of its inability to continue to serve and the reasons therefore.

Dr. Homish acknowledges that the Board expressly reserves the right to withdraw its approval of any drug testing facility and/or collection site in the event that the Secretary and Supervising Member of the Board determine that the drug testing facility and/or collection site has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. Dr. Homish and the Board agree that it is the intent of this Consent Agreement that Dr. Homish shall submit his urine specimens to the Board-approved drug testing facility and collection site chosen by the Board. However, in the event that utilizing said Board-approved drug testing facility and/or collection site creates an extraordinary hardship upon Dr. Homish, as determined in the sole discretion of the Board, then subject to the following requirements, the Board may approve an alternate

drug testing facility and/or collection site, or a supervising physician, to facilitate the urine screening process for Dr. Homish:

- a. Within thirty days of the date upon which Dr. Homish is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Homish, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Homish shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Homish's residence or employment location, or to a physician who practices in the same locale as Dr. Homish. Dr. Homish shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Homish shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Homish must immediately notify the Board in writing. Dr. Homish shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Homish shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Homish.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Homish's designated alternate drug testing facility

and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

- e. In the event that the Board approved an alternate drug testing facility and/or collection site, or a supervising physician, pursuant to the May 2009 Step I Consent Agreement between Dr. Homish and the Board, Dr. Homish and the Board agree that the entity, facility or person previously approved by the Board to so serve pursuant to the May 2009 Step I Consent Agreement is hereby approved to continue as Dr. Homish's designated alternate drug testing facility and collection site or as his supervising physician under this Consent Agreement.
12. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declaration. It is Dr. Homish's responsibility to ensure that reports are timely submitted.
13. The Board retains the right to require, and Dr. Homish agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Homish, or for any other purpose, at Dr. Homish's expense upon the Board's request and without prior notice. Dr. Homish's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Monitoring Physician

14. Before engaging in any medical practice, Dr. Homish shall submit to the Board in writing 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. Homish and who is engaged in the same or similar practice specialty.

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

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Homish must immediately so notify the Board in writing. In addition, Dr. Homish 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. Homish 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.

The Board expressly reserves the right to disapprove any person proposed to serve as Dr. Homish's designated monitoring physician, or to withdraw approval of any person previously approved to serve as Dr. Homish's designated monitoring physician, in the event that the Secretary and Supervising Member of the Board determine that any such monitoring physician has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Rehabilitation Program

15. Dr. Homish shall maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Homish shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declarations.

Aftercare

16. Dr. Homish shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.
17. Dr. Homish shall maintain continued compliance with the terms of the aftercare contract entered into with a Board-approved treatment provider, provided that, where terms of the aftercare contract conflict with terms of this Consent Agreement, the terms of this Consent Agreement shall control.

Psychiatric Treatment

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

In the event that the designated treating psychiatrist becomes unable or unwilling to serve in this capacity, Dr. Homish must immediately so notify the Board in writing. In addition, Dr. Homish 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. Homish 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.

The Board expressly reserves the right to disapprove any psychiatrist proposed to serve as Dr. Homish's designated treating psychiatrist, or to withdraw approval of any such psychiatrist previously approved to serve as Dr. Homish's designated treating psychiatrist, in the event that the Secretary and Supervising Member of the Board determine that any such psychiatrist has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

Releases

19. Dr. Homish shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Homish's chemical

dependency, psychiatric condition, or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Homish further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

Required Reporting by Licensee

20. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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. Homish 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. Homish shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, Dr. Homish 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.
21. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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 for reinstatement of any professional license. Further, Dr. Homish 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.

22. Dr. Homish shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Homish chemical dependency and/or psychiatric treatment or monitoring. Further, Dr. Homish 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.
23. Dr. Homish 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. Homish 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. Homish has violated any term, condition or limitation of this Consent Agreement, Dr. Homish 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

Dr. Homish shall not request termination of this Consent Agreement for a minimum of five years. In addition, Dr. Homish shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year, except that Dr. Homish may make such request with the mutual approval and joint recommendation of the Secretary and Supervising Member. 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. Homish, 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.

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. Homish and the Board agree that all other terms, limitations, and conditions contained in this Consent Agreement shall be unaffected.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Homish 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. Homish 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. Homish 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

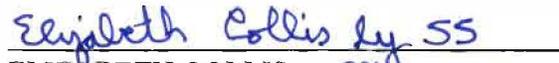
It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below.


JEROME DAVID HOMISH, D.O.


LANCE A. TALMAGE, M.D.
Secretary

9 Aug 2010
DATE

8-11-10
DATE


ELIZABETH COLLIS ^{per} _{authorization}
Attorney for Dr. Homish


RAYMOND J. ALBERT
Supervising Member

August 9, 2010
DATE

8/11/10
DATE


SHELDON SAFKO
Enforcement Attorney

August 9, 2010
DATE

**STEP I
CONSENT AGREEMENT
BETWEEN
JEROME DAVID HOMISH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This Consent Agreement is entered into by and between Jerome David Homish, D.O., [Dr. Homish], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Homish 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)(26), Ohio Revised Code, for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice," and/or Section 4731.22(B)(10), Ohio Revised Code, for "[c]ommission of an act that constitutes a felony in this state, regardless of the jurisdiction in which the act was committed."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, and Section 4731.22(B)(10), Ohio Revised Code, to wit: Deception to Obtain a Dangerous Drug, Section 2929.22, Ohio Revised Code, as set forth in Paragraphs E and F 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. Homish is licensed to practice osteopathic medicine and surgery in the State of Ohio, License number 34.005148.
- D. Dr. Homish states that he is also licensed to practice osteopathic medicine and surgery in the State of West Virginia.

STATE MEDICAL BOARD OF OHIO
10/20/05

- E. Dr. Homish admits that in or about May 2008, he relapsed by taking hydrocodone which he obtained through prescriptions for his lower back pain. However, the prescriptions were obtained through "hallway consults." Dr. Homish further admits that on or about October 9, 2008, the day of his father's funeral, he consumed alcohol and thereafter, he continued to drink periodically. In addition, Dr. Homish admits to also taking medication samples, consisting of about thirty pills, of Lunesta, throughout this period of relapse. Dr. Homish acknowledges that he did not obtain any controlled substances by any other means other than those identified herein. Dr. Homish admits that on or about March 17, 2009, he self-reported to the Board that he relapsed on alcohol, hydrocodone and sleeping medications. Dr. Homish further admits that on or about March 9, 2009, he entered inpatient treatment at Talbott Recovery Campus, a Board-approved treatment provider in Atlanta, Georgia, where he remains to date.
- F. Dr. Homish further admits that he was previously disciplined and monitored by the Board pursuant to a Step I Consent Agreement that was effective on or about August 12, 1998, and a Step II Consent Agreement with the Board that was effective on or about August 11, 1999, from which he was released on or about August 11, 2004.

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

SUSPENSION OF CERTIFICATE

1. The certificate of Dr. Homish to practice osteopathic medicine and surgery in the State of Ohio shall be **SUSPENDED** for an indefinite period of time, but not less than 180 days.

Obey all Laws

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

Sobriety

3. Dr. Homish shall abstain completely from the personal use or personal possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of Dr. Homish's history of chemical dependency. Further, in the event that Dr. Homish is: so prescribed, dispensed or

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administered any controlled substance, carisoprodol, or tramadol, Dr. Homish shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Homish received; the medical purpose for which he received said drug; the date such drug was initially received; and the dosage, amount, number of refills, and directions for use. Further, within thirty days of the date said drug is so prescribed, dispensed, or administered to him, Dr. Homish shall provide the Board with either a copy of the written prescription or other written verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

4. Dr. Homish shall abstain completely from the use of alcohol.

Absences from Ohio

5. Dr. Homish 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. Further, the Secretary and Supervising Member of the Board shall have the discretion to grant a waiver of part or all of the monitoring terms set forth in this Consent Agreement for occasional periods of absence of fourteen days or less. In the event that Dr. Homish resides and/or is employed at a location that is within fifty miles of the geographic border of Ohio and any of its contiguous states, Dr. Homish may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Homish is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Homish shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for Dr. Homish's chemical dependency or related conditions, or for purposes of complying with this Consent Agreement, whether such treatment or evaluation occurred before or after the effective date of this Consent Agreement. To the extent permitted by law, the above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code and are confidential pursuant to statute. Dr. Homish further agrees to provide the Board written consent permitting any treatment provider from whom he obtains treatment to notify the Board in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this Consent Agreement.

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7. Dr. Homish 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.
8. Dr. Homish 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.

Drug & Alcohol Screens; Drug Testing Facility and Collection Site

9. Dr. Homish shall submit to random urine screenings for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Homish shall ensure that all screening reports are forwarded directly to the Board on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board, and shall include Dr. Homish's drug(s) of choice.

Dr. Homish shall abstain from the use of any substance and the consumption of poppy seeds or any other food or liquid that may produce a low level positive result in a toxicology screen. Dr. Homish acknowledges that he understands that the consumption or use of such substances, including but not limited to substances such as mouthwash or hand cleaning gel, may cause a positive drug screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement.

All such urine screenings for drugs and alcohol shall be conducted through a Board-approved drug testing facility and collection site, except as provided in Paragraph 10 below, and the screening process shall require a daily call-in procedure.

Dr. Homish shall submit, at his expense and on the day selected, urine specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Homish shall be negative, except for those substances prescribed, administered, or dispensed to him in conformance with the terms, conditions and limitations set forth in this Consent Agreement. Refusal to submit such specimen, or failure to submit such specimen on the day he is selected or in such manner as the Board may request, shall constitute a violation of this Consent Agreement.

STATE OF MISSOURI
JEROME D. HOMISH
SECRETARY OF THE BOARD

collection site, or a supervising physician, to facilitate the urine screening process for Dr. Homish:

- a. Within thirty days of the date upon which Dr. Homish is notified of the Board's determination that utilizing the Board-approved drug testing facility and/or collection site constitutes an extraordinary hardship upon Dr. Homish, he shall submit to the Board in writing for its prior approval the identity of either an alternate drug testing facility and collection site, or the name of a proposed supervising physician, to whom Dr. Homish shall submit the required urine specimens. In approving a facility, entity, or an individual to serve in this capacity, the Board will give preference to a facility located near Dr. Homish's residence or employment location, or to a physician who practices in the same locale as Dr. Homish. Dr. Homish shall ensure that the urine screening process performed through the alternate drug testing facility and/or collection site, or through the supervising physician, requires a daily call-in procedure; that the urine specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Homish acknowledges that the alternate drug testing facility and collection site, or the supervising physician, shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.
- b. Dr. Homish shall ensure that the alternate drug testing facility and/or collection site, or the supervising physician, provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all urine screens have been conducted in compliance with this Consent Agreement, and whether all urine screens have been negative.
- c. In the event that the designated alternate drug testing facility and/or collection site, or the supervising physician, becomes unable or unwilling to so serve, Dr. Homish must immediately notify the Board in writing. Dr. Homish shall further ensure that the previously designated alternate drug testing facility and collection site, or the supervising physician, also notifies the Board directly of the inability to continue to serve and the reasons therefore. Further, in order to ensure that there will be no interruption in his urine screening process, upon the previously approved alternate drug testing facility, collection site, or supervising physician becoming unable to serve, Dr. Homish shall immediately commence urine screening at the Board-approved drug testing facility and collection site chosen by the Board, until such time, if any, that the Board approves a subsequent alternate drug testing facility, collection site, or supervising physician, if requested by Dr. Homish.
- d. The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Homish's designated alternate drug testing facility and/or collection site, or any person proposed to serve as his supervising physician, or to withdraw

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approval of any entity, facility or person previously approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity, facility or person has demonstrated a lack of cooperation in providing information to the Board or for any other reason.

11. All screening reports required under this Consent Agreement from the Board-approved drug testing facility and/or collection site, or from the alternate drug testing facility and/or collection site or supervising physician, must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declaration. It is Dr. Homish's responsibility to ensure that reports are timely submitted.
12. The Board retains the right to require, and Dr. Homish agrees to submit, blood, urine, breath, saliva and/or hair specimens for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Homish, or for any other purpose, at Dr. Homish's expense upon the Board's request and without prior notice. Dr. Homish's refusal to submit a specimen upon request of the Board shall result in a minimum of one year of actual license suspension. Further, the collection of such specimens shall be witnessed by a representative of the Board, or another person acceptable to the Secretary or Supervising Member of the Board.

Rehabilitation Program

13. Within thirty days of the effective date of this Consent Agreement, Dr. Homish shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., C.A., or Caduceus, no less than three times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Homish shall submit acceptable documentary evidence of continuing compliance with this program, including submission to the Board of meeting attendance logs, which must be received in the Board's offices no later than the due date for Dr. Homish's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Homish shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract, provided that, where the terms of the aftercare contract conflict with the terms of this Consent Agreement, the terms of this Consent Agreement shall control.

CONDITIONS FOR REINSTATEMENT

15. The Board shall not consider reinstatement or restoration of Dr. Homish's certificate to practice osteopathic medicine and surgery until all of the following conditions are met:

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- a. Dr. Homish shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
- b. Dr. Homish shall demonstrate to the satisfaction of the Board that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:
 - i. Certification from a treatment provider approved under Section 4731.25 of the Revised Code that Dr. Homish has successfully completed any required inpatient treatment, including at least twenty-eight days of inpatient or residential treatment for chemical abuse/dependence, as set forth in Rules 4731-16-02 and 4731-16-08, Ohio Administrative Code, completed consecutively.
 - ii. Evidence of continuing full compliance with, or successful completion of, a post-discharge aftercare contract with a treatment provider approved under Section 4731.25 of the Revised Code. Such evidence shall include, but not be limited to, a copy of the signed aftercare contract. The aftercare contract must comply with rule 4731-16-10 of the Administrative Code.
 - iii. Evidence of continuing full compliance with this Consent Agreement.
 - iv. Two written reports indicating that Dr. Homish's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. The reports shall be made by physicians knowledgeable in the area of addictionology and who are either affiliated with a current Board-approved treatment provider or otherwise have been approved in advance by the Board to provide an assessment of Dr. Homish. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Homish shall provide the evaluators with copies of patient records from any evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The reports from the evaluators shall include any recommendations for treatment, monitoring, or supervision of Dr. Homish, and any conditions, restrictions, or limitations that should be imposed on Dr. Homish's practice. The reports shall also describe the basis for the evaluator's determinations.

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement. Further, at the discretion of the Secretary and Supervising Member of the Board, the Board may request an updated

assessment and report if the Secretary and Supervising Member determine that such updated assessment and report is warranted for any reason.

- c. Dr. Homish shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the Board within 180 days of the date upon which all the above-specified conditions for reinstatement or restoration have been completed or, if the Board and Dr. Homish are unable to agree on the terms of a written Consent Agreement, then Dr. Homish further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Homish that said hearing has been scheduled, advising Dr. Homish of his hearing rights, and stating the date, time, and location of the hearing at which the Board will present its evidence, after which the Board will make a determination of the matter by Board Order.

Further, upon reinstatement of Dr. Homish's certificate to practice osteopathic medicine and surgery in this state, the Board shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code. Moreover, upon termination of the consent agreement or Board Order, Dr. Homish shall submit to the Board for at least two years annual progress reports made under penalty of Board disciplinary action or criminal prosecution stating whether Dr. Homish has maintained sobriety.

16. In the event that Dr. Homish has not been engaged in the active practice of osteopathic medicine and surgery for a period in excess of two years prior to application for reinstatement, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Homish's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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. Homish 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. Homish shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of

Emergency Medical Services. Further, Dr. Homish 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.

18. Within thirty days of the effective date of this Consent Agreement, Dr. Homish 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. Homish 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. Homish 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.
19. Dr. Homish shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Homish chemical dependency treatment or monitoring. Further, Dr. Homish 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.

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

DURATION/MODIFICATION OF TERMS

The above-described terms, conditions and limitations 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. Homish, 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. Homish 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. Homish 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.

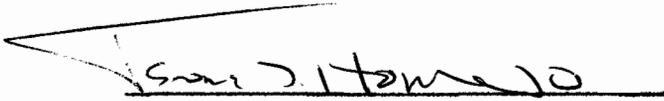
Dr. Homish hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Homish 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.

05/05/2015 10:15 AM
05/05/2015 10:15 AM



JEROME D. HOMISH, D.O.



LANCE A. TALMAGE, M.D.
Secretary

5/5/09

DATE



ELIZABETH COLLIS
Attorney for Dr. Homish

5-13-09

DATE



RAYMOND J. ALBERT
Supervising Member

5/8/09

DATE

5/19/09

DATE



SHELDON SAFKO
Enforcement Attorney

May 8, 2009

DATE

**STEP II
CONSENT AGREEMENT
BETWEEN
JEROME DAVID HOMISH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between JEROME DAVID HOMISH, D.O., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

JEROME DAVID HOMISH, D.O., 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 STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(B)(10) and (26), 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 "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," and "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. The STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph D of the August 1998 Consent Agreement between JEROME DAVID HOMISH, D.O., and THE STATE MEDICAL BOARD OF OHIO, a copy of which is attached hereto and fully incorporated herein. The STATE MEDICAL BOARD OF OHIO 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.

STEP II CONSENT AGREEMENT

JEROME DAVID HOMISH, D.O.

PAGE 2

C. JEROME DAVID HOMISH, D.O., is applying for reinstatement of his license to practice osteopathic medicine and surgery in the State of Ohio, which was suspended pursuant to the terms of the above referenced August 1998 Consent Agreement.

D. JEROME DAVID HOMISH, D.O., STATES that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.

E. JEROME DAVID HOMISH, D.O., STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that DOCTOR HOMISH has complied with the reinstatement conditions as set forth in DOCTOR HOMISH's August 1998 Consent Agreement, as follows:

From November 2, through November 5, 1998, DOCTOR HOMISH participated in a three-day inpatient evaluation at Shepherd Hill Hospital, a Board approved treatment provider in Newark, Ohio. At the conclusion of the evaluation, DOCTOR HOMISH was diagnosed as alcohol, hydrocodone, and alprazolam dependent, and it was recommended that he seek inpatient treatment.

Thereafter, from November 6, 1998, through January 29, 1999, DOCTOR HOMISH participated in the inpatient treatment program at Shepherd Hill Hospital and the Central Ohio Recovery Residence. Further, Shepherd Hill Hospital has certified that DOCTOR HOMISH successfully completed the required inpatient treatment.

Since the time of his discharge from Shepherd Hill Hospital in January 1999, DOCTOR HOMISH has attended aftercare and Caduceus meetings at Shepherd Hill Hospital on a weekly basis. DOCTOR HOMISH has also attended four to six AA meetings every week. Further, since October 1998, DOCTOR HOMISH has been monitored under the terms of an advocacy contract with the Ohio Physicians Effectiveness Program.

Frederick Karaffa, M.D., Medical Director of Shepherd Hill Hospital, has submitted a report to the Board in which Dr. Karaffa opines that DOCTOR HOMISH is capable of practicing medicine according to acceptable and prevailing standards of care and recommends that the Board reinstate DOCTOR HOMISH's license. However, in his report to the Board, Dr. Karaffa also recommends that DOCTOR HOMISH not return to the practice of emergency room medicine due to the nature of the duties, and states that DOCTOR HOMISH agrees that he should not return to the practice of emergency room medicine.

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JEROME DAVID HOMISH
11-11-98

Thomas Pepper, M.D., Medical Director of Talbot Hall, a Board approved treatment provider in Columbus, Ohio, has submitted a report to the Board in which Dr. Pepper opines that DOCTOR HOMISH is able to engage in the practice of medicine.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, the certificate of JEROME DAVID HOMISH, D.O., to practice osteopathic medicine and surgery in the State of Ohio shall be reinstated, and JEROME DAVID HOMISH, D.O., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

INDEFINITE LICENSURE LIMITATION

1. DOCTOR HOMISH shall not engage in the practice of emergency room medicine without prior BOARD approval. The BOARD shall not consider a request to engage in the practice of emergency room medicine until all of the following requirements are met:
 - a. DOCTOR HOMISH shall submit two written reports indicating that DOCTOR HOMISH's ability to practice emergency room medicine has been assessed and that DOCTOR HOMISH has been found capable of practicing in accordance with acceptable and prevailing standards of care. The evaluations shall be conducted by physicians approved in advance by the BOARD, one of whom shall be Frederick Karaffa, M.D., unless he is unavailable. Prior to the evaluations, DOCTOR HOMISH shall provide each evaluator with a copy of his treatment records from Shepherd Hill Hospital, a copy of this CONSENT AGREEMENT, and any other information which the BOARD deems may be appropriate or helpful to the evaluator. Each report shall describe with particularity the bases for the evaluator's determination and shall set forth any recommended limitations upon DOCTOR HOMISH's practice;
 - b. If either of the evaluators recommend limitations upon DOCTOR HOMISH's practice, DOCTOR HOMISH shall enter into a written CONSENT AGREEMENT including probationary terms, conditions, and limitations as determined by the BOARD or, if the BOARD and DOCTOR HOMISH are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR HOMISH further agrees to abide by any terms, conditions and limitations

imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

PROBATIONARY TERMS, CONDITIONS AND LIMITATIONS

DOCTOR HOMISH agrees to the following PROBATIONARY terms, conditions and limitations:

- a. DOCTOR HOMISH shall obey all federal, state and local laws, and all rules governing the practice of osteopathic medicine in Ohio;
- b. DOCTOR HOMISH 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 the CONSENT AGREEMENT becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the BOARD's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
- c. DOCTOR HOMISH shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR HOMISH written notification of scheduled appearances, it is DOCTOR HOMISH's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR HOMISH shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

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OF OHIO
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- d. In the event that DOCTOR HOMISH should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR HOMISH 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 the 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;
- e. In the event DOCTOR HOMISH 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 the CONSENT AGREEMENT;

MONITORING OF REHABILITATION AND TREATMENT

Drug Associated Restrictions

- f. DOCTOR HOMISH shall keep a log of all controlled substances prescribed, dispensed or administered. Such log shall be submitted in the format approved by the BOARD thirty (30) days prior to DOCTOR HOMISH's personal appearance before the BOARD or its designated representative, or as otherwise directed by the BOARD;

Sobriety

- g. DOCTOR HOMISH shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR HOMISH's history of chemical dependency;
- h. DOCTOR HOMISH shall abstain completely from the use of alcohol;

Drug and Alcohol Screens/Supervising Physician

- i. DOCTOR HOMISH shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the

STATE MEDICAL BOARD
OF MISSOURI

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BOARD. DOCTOR HOMISH shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the BOARD;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR HOMISH shall submit the required urine specimens. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR HOMISH. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR HOMISH shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screenings have been negative, and whether the supervising physician remains willing and able to continue in his/her responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR HOMISH must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR HOMISH shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR HOMISH's quarterly declaration. It is DOCTOR HOMISH's responsibility to ensure that reports are timely submitted;

- j. The BOARD retains the right to require, and DOCTOR HOMISH agrees to submit, blood or urine specimens for analysis at DOCTOR

HOMISH's expense upon the BOARD's request and without prior notice. DOCTOR HOMISH'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;

STATE MEDICAL BOARD
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Monitoring Physician

- k. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR HOMISH and provide the BOARD with quarterly reports on the doctor's progress and status. In approving an individual to serve in this capacity, the BOARD will give preference to a physician who practices in the same locale as DOCTOR HOMISH and who is engaged in the same or similar practice specialty. It shall be DOCTOR HOMISH's responsibility to ensure that the monitoring physician's quarterly reports are submitted to the BOARD on a timely basis;

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR HOMISH must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR HOMISH shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR HOMISH's quarterly declaration. It is DOCTOR HOMISH's responsibility to ensure that reports are timely submitted;

Rehabilitation Program

- l. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, no less than three (3) times per week. Substitution of any other specific program must receive prior BOARD approval;

DOCTOR HOMISH shall submit with each quarterly declaration required under Paragraph 2.b. of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

Aftercare

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Releases

m. DOCTOR HOMISH shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided, that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;

n. DOCTOR HOMISH shall provide continuing authorization, through appropriate written consent forms, for disclosure by his 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 obligation

FAILURE TO COMPLY

o. Any violation of Paragraph 2.g. or Paragraph 2.h. of this CONSENT AGREEMENT shall constitute grounds to revoke or permanently revoke DOCTOR HOMISH's certificate. DOCTOR HOMISH agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR HOMISH's certificate based on other violations of this CONSENT AGREEMENT;

p. DOCTOR HOMISH AGREES that if any declaration or report required by this CONSENT AGREEMENT is not received in the BOARD's offices on or before its due date, DOCTOR HOMISH shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.43 of the Revised Code;

q. DOCTOR HOMISH AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs

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OF MISSOURI

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and alcohol at least as frequently as required by Paragraph 2.i. of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.43 of the Revised Code; and,

- r. DOCTOR HOMISH AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 2.i. of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.43 of the Revised Code.

Required Reporting by Licensee

3. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR HOMISH shall 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;
4. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH 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 any professional license. DOCTOR HOMISH 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 any professional license or reinstatement of any professional license. Further, DOCTOR HOMISH shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR HOMISH 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 DOCTOR HOMISH has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR HOMISH 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

This CONSENT AGREEMENT shall remain in force for a minimum of five (5) years prior to any request for termination of said CONSENT AGREEMENT except that the INDEFINITE LICENSURE LIMITATION imposed by paragraph 1, above, shall remain in effect unless and until otherwise determined by 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.

ACKNOWLEDGMENTS/LIABILITY RELEASE

DOCTOR HOMISH 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 HOMISH 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 that it shall become effective upon the last date of signature below.

STATE OF OHIO
BOARD
1999 AUG 11 10:47 AM
GOV. HALL

J. D. Homish, D.O.
JEROME D. HOMISH, D.O.

Anand G. Garg, M.D.
ANAND G. GARG, M.D.
Secretary

9 Aug 99
DATE

8/11/99
DATE

Douglas E. Graff, Esq.
DOUGLAS E. GRAFF, ESQ.
Attorney for Dr. Homish

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

Aug 9, 1999
DATE

8/11/99
DATE

Anne B. Strait, Esq.
ANNE B. STRAIT, ESQ.
Assistant Attorney General

8/11/99
DATE

STATE MEDICAL BOARD
OF OHIO

98 AUG -5 PM 4:00

**STEP I
CONSENT AGREEMENT
BETWEEN
JEROME DAVID HOMISH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between JEROME DAVID HOMISH, D.O., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

JEROME DAVID HOMISH, D.O., 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 STATE MEDICAL BOARD OF OHIO is empowered by Sections 4731.22(B)(10) and (26), 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 "commission of an act that constitutes a felony in this state regardless of the jurisdiction in which the act was committed," and "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violations of Sections 4731.22(B)(10) and (26), Ohio Revised Code, as set forth in Paragraph D 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. JEROME DAVID HOMISH, D.O., is licensed to practice osteopathic medicine and surgery in the State of Ohio.

DOCTOR HOMISH STATES that he is not licensed to practice osteopathic medicine and surgery in any other state or jurisdiction.

- D. JEROME DAVID HOMISH, D.O., ADMITS that on March 3, 1997, he contacted the State Medical Board of Ohio to self-report that he had been obtaining controlled substances for sleep and pain by self-prescribing and by having other physicians write prescriptions for him. Further, on March 20, 1997, DOCTOR HOMISH admitted to a Board investigator that he had written prescriptions in the names of four co-workers in order to obtain controlled substances for his own use.

DOCTOR HOMISH further ADMITS that pursuant to a recommendation from the Ohio Physicians Effectiveness Program, he obtained an evaluation at The Cleveland Clinic Foundation, a Board approved treatment provider in Cleveland, Ohio. DOCTOR HOMISH ADMITS that the evaluation was conducted on March 5, 1997, by Kenneth G. Alexander, M.Ed., LPC, on behalf of Gregory Collins, M.D., and that Dr. Collins then reviewed the history and conducted an interview with DOCTOR HOMISH.

DOCTOR HOMISH further ADMITS that the diagnostic impressions from his evaluation were medication misuse, and obsessive compulsive and narcissistic traits, and that the recommendations included abstinence from all mood-altering chemicals, including alcohol, and to contact Dr. Collins if he was unable to maintain abstinence.

DOCTOR HOMISH further ADMITS that during the evaluation, he reported that his drug use began in 1995, with Xanax .5 mg to 1 mg. one to two times per week for pressures at home and work, and that in April 1996, he began taking Restoril. Further, DOCTOR HOMISH reported to the evaluator that he had been confronted at work for approaching hospital employees to fill prescriptions for him. DOCTOR HOMISH ADMITS however, that he failed to disclose that his self-prescribing of controlled substances actually began in 1994; that the amount of Xanax that he used was higher than he reported; and that his use of controlled substances also included Lorcet, Tylox, Hycoclear, and Tylenol #3.

DOCTOR HOMISH further ADMITS that during his interview with the Board investigator on March 20, 1997, he failed to disclose the entire number of co-workers who were involved in his efforts to obtain controlled substances for his own use.

DOCTOR HOMISH further ADMITS that he has not participated in any type of treatment or monitoring program since his assessment at The Cleveland Clinic Foundation in March 1997.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, JEROME DAVID HOMISH, D.O., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following terms, conditions and limitations:

SUSPENSION OF CERTIFICATE

1. The certificate of DOCTOR HOMISH to practice osteopathic medicine and surgery in the State of Ohio shall be SUSPENDED for an indefinite period of time, but not less than ninety days;

Drug Associated Restrictions

2. DOCTOR HOMISH shall immediately surrender his United States Drug Enforcement Administration certificate;

Sobriety

3. DOCTOR HOMISH shall abstain completely from the personal use or possession of drugs, except those prescribed, dispensed or administered to him by another so authorized by law who has full knowledge of DOCTOR HOMISH's history of chemical dependency;
4. DOCTOR HOMISH shall abstain completely from the use of alcohol;

Releases; Quarterly Declarations and Appearances

5. DOCTOR HOMISH shall provide authorization, through appropriate written consent forms, for disclosure of evaluative reports, summaries, and records, of whatever nature, by any and all parties that provide treatment or evaluation for DOCTOR HOMISH's chemical dependency or related conditions, or for purposes of complying with the CONSENT AGREEMENT, whether such treatment or evaluation occurred before or after the effective date of this CONSENT AGREEMENT. The above-mentioned evaluative reports, summaries, and records are considered medical records for purposes of Section 149.43 of the Ohio Revised Code

and are confidential pursuant to statute. DOCTOR HOMISH further agrees to provide the BOARD written consent permitting any treatment provider from whom he obtains treatment to notify the BOARD in the event he fails to agree to or comply with any treatment contract or aftercare contract. Failure to provide such consent, or revocation of such consent, shall constitute a violation of this CONSENT AGREEMENT.

6. DOCTOR HOMISH 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 the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
7. DOCTOR HOMISH shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed 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. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR HOMISH written notification of scheduled appearances, it is DOCTOR HOMISH's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR HOMISH shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

Drug & Alcohol Screens; Supervising Physician

8. DOCTOR HOMISH shall submit to random urine screenings for drugs and alcohol on a weekly basis or as otherwise directed by the BOARD.

DOCTOR HOMISH shall ensure that all screening reports are forwarded directly to the BOARD on a quarterly basis. The drug testing panel utilized must be acceptable to the Secretary of the Board;

Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR HOMISH shall submit to the BOARD for its prior approval the name of a supervising physician to whom DOCTOR HOMISH shall submit the required urine specimens. The supervising physician shall ensure that the urine specimens are obtained on a random basis, that the giving of the specimen is witnessed by a reliable person, and that appropriate control over the specimen is maintained. In addition, the supervising physician shall immediately inform the BOARD of any positive screening results;

DOCTOR HOMISH shall ensure that the supervising physician provides quarterly reports to the BOARD, on forms approved or provided by the BOARD, verifying whether all urine screens have been conducted in compliance with this CONSENT AGREEMENT, whether all urine screens have been negative, and whether the supervising physician remains willing and able to continue in his responsibilities;

In the event that the designated supervising physician becomes unable or unwilling to so serve, DOCTOR HOMISH must immediately notify the BOARD in writing, and make arrangements acceptable to the BOARD for another supervising physician as soon as practicable. DOCTOR HOMISH shall further ensure that the previously designated supervising physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefore;

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR HOMISH's quarterly declaration. It is DOCTOR HOMISH's responsibility to ensure that reports are timely submitted;

CONDITIONS FOR REINSTATEMENT

9. The BOARD shall not consider reinstatement of DOCTOR HOMISH's certificate to practice medicine and surgery unless and until all of the following conditions are met:
 - a. DOCTOR HOMISH shall submit an application for reinstatement, accompanied by appropriate fees, if any;

b. DOCTOR HOMISH shall demonstrate to the satisfaction of the BOARD that he can resume practice in compliance with acceptable and prevailing standards of care under the provisions of his certificate. Such demonstration shall include but shall not be limited to the following:

i. DOCTOR HOMISH shall obtain a minimum forty-eight hour inpatient chemical dependency evaluation that includes a psychiatric assessment and psychological testing, at his own expense, from a treatment provider approved by the Board under Section 4731.25, Ohio Revised Code. Prior to the evaluation, DOCTOR HOMISH shall provide the treatment provider with copies of his intake assessment from The Cleveland Clinic Foundation and his Consent Agreement with the Board, and any other information which the Board deems may be appropriate or helpful to the evaluator;

DOCTOR HOMISH shall cause a written report to be submitted to the Board which includes the evaluator's diagnosis and any recommendations for treatment, monitoring, and supervision;

ii. DOCTOR HOMISH shall provide certification from a treatment provider approved under Section 4731.25, Ohio Revised Code, that he has successfully completed any required inpatient treatment and/or other treatment as recommended by the evaluation as described in paragraph 9.b.i.;

iii. DOCTOR HOMISH shall provide evidence of continuing full compliance with an aftercare contract or consent agreement;

iv. DOCTOR HOMISH shall provide two written reports indicating that his ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care. Prior to the assessments, DOCTOR HOMISH shall provide the evaluators with copies of his patient records from any evaluations and/or treatment that he has received. The

reports shall be made by individuals or providers approved by the BOARD for making such assessments and shall describe the basis for this determination.

- c. DOCTOR HOMISH shall enter into a written consent agreement including probationary terms, conditions and limitations as determined by the BOARD or, if the BOARD and DOCTOR HOMISH are unable to agree on the terms of a written CONSENT AGREEMENT, then DOCTOR HOMISH further agrees to abide by any terms, conditions and limitations imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Ohio Revised Code.

Further, upon reinstatement of DOCTOR HOMISH's certificate to practice medicine and surgery in this state, the BOARD shall require continued monitoring which shall include, but not be limited to, compliance with the written consent agreement entered into before reinstatement or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code and, upon termination of the consent agreement or Board Order, submission to the BOARD for at least two years of annual progress reports made under penalty of BOARD disciplinary action or criminal prosecution stating whether DOCTOR HOMISH has maintained sobriety.

10. In the event that DOCTOR HOMISH has not been engaged in the active practice of medicine and surgery for a period in excess of two years prior to application for reinstatement, the BOARD may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of DOCTOR HOMISH's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

11. Within thirty (30) days of the effective date of this Agreement, DOCTOR HOMISH 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 HOMISH 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

HOMISH shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.

12. Within thirty (30) days of the effective date of this Agreement, DOCTOR HOMISH 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.

The above described terms, conditions and limitations may be amended or terminated in writing at any time upon the agreement of both parties.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of THE STATE MEDICAL BOARD OF OHIO, DOCTOR HOMISH appears to have violated or breached any term or condition of this Agreement, THE STATE MEDICAL BOARD OF OHIO 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 HOMISH acknowledges that he has had an opportunity to ask questions concerning the terms of this 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.

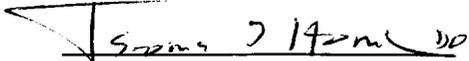
DOCTOR HOMISH hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code.

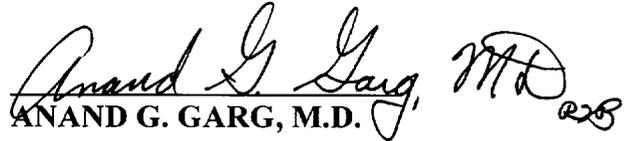
Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

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 that it shall become effective upon the last date of signature below.



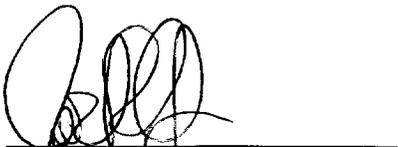
JEROME D. HOMISH, D.O.



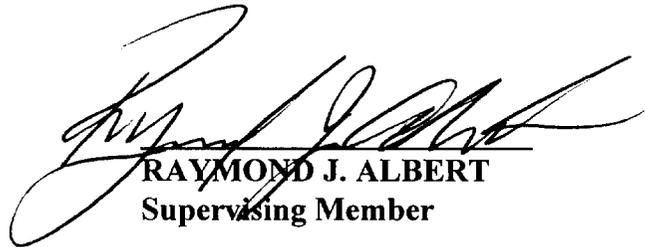
ANAND G. GARG, M.D.
Secretary

8/1/98
DATE

8/12/98
DATE



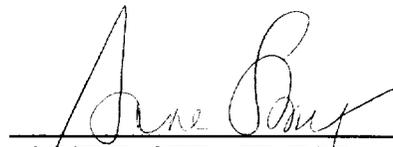
JEROME PHILLIPS, ESQ.
Attorney for Dr. Homish



RAYMOND J. ALBERT
Supervising Member

8-1-98
DATE

8/12/98
DATE



ANNE B. STRAIT, ESQ.
Assistant Attorney General

8/12/98
DATE