

STATE MEDICAL BOARD
2000 MAR 31 A 10:47

**CONSENT AGREEMENT
BETWEEN
JEROME ROBERT SWITCH, D.O.
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Switch 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, "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)(22), Ohio Revised Code, "[a]ny of the following actions taken by the agency responsible for regulating the practice of medicine and surgery, osteopathic medicine and surgery, podiatric medicine and surgery, or the limited branches of medicine in another jurisdiction, for any reason other than the nonpayment of fees: the limitation, revocation, or suspension of an individual's license to practice; acceptance of an individual's license surrender; denial of a license; refusal to renew or reinstate a license; imposition of probation; or issuance of an order of censure or other reprimand."
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Sections 4731.22(B)(26) and 4731.22(B)(22), Ohio Revised Code, as set forth in Paragraphs E through G, below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Consent Agreement.

- C. Dr. Switch has applied for a certificate to practice osteopathic medicine and surgery in the state of Ohio. That application is currently pending.
- D. Dr. Switch states that he is licensed to practice osteopathic medicine and surgery in the state of Michigan.
- E. Dr. Switch admits that on or about May 17, 2001, after self-reporting to the Michigan Health Professional Recovery Corporation [MHPRC], he was evaluated and diagnosed with alcohol and cocaine dependence. Dr. Switch admits further that intensive outpatient treatment was recommended, and although he dropped out of treatment at one point, he eventually completed outpatient treatment on August 8, 2001. Dr. Switch admits further that on or about September 4, 2001, he entered into a three-year nondisciplinary monitoring agreement with MHPRC that required, in part, that he submit to random drug screens, file written verification of Alcoholics Anonymous/Narcotics Anonymous and Caduceus meeting attendance, and undergo additional treatment at the direction of MHPRC.

Dr. Switch admits that on or about November 20, 2001, his urine drug screen tested positive for cocaine and he admits that that he had relapsed on alcohol and cocaine. Dr. Switch admits further that from on or about December 3, 2001, through December 16, 2001, he underwent inpatient treatment at Henry Ford Health System – Behavioral Health, Maplegrove Center [Maplegrove], West Bloomfield, Michigan, where he was discharged, treatment complete, with discharge diagnosis including chemical dependency, cocaine.

Dr. Switch admits to incidents of noncompliance following his treatment at Maplegrove, including: (1) on or about September 26, 2002, two random urine drug screens with low creatinine levels, suggesting alteration, and an anonymous report that he had relapsed; (2) on or about August 6, 2003, failure to submit to required random urine screens in a timely manner, failure to file written verification of attendance at 12-step meetings, and an anonymous report that he had relapsed; and (3) failure to submit to random urine drug screens on four occasions between August 11, 2003 and August 25, 2003. Dr. Switch admits further that as a result of his noncompliance, he underwent an extended evaluation and was directed to enter residential treatment by September 15, 2003, but that he failed to enter such treatment as directed. Dr. Switch admits that, based upon the foregoing, on or about November 3, 2003, his license to practice osteopathic medicine and surgery in the state of Michigan was summarily suspended by the State of Michigan, Department of Consumer and Industry Services, Bureau of Health Services, Board of Osteopathic Medicine and Surgery, Disciplinary Subcommittee [Michigan Board].

- F. Dr. Switch states, and the Board acknowledges receipt of information to support, that on or about February 3, 2004, he was admitted to residential treatment at West Michigan Addiction Consultants [WeMAC], Grand Rapids, Michigan, and was

discharged, treatment complete on May 28, 2004, with diagnoses of cocaine dependence, in remission, and alcohol dependence, in remission.

Dr. Switch states, and the Board acknowledges receipt of information to support, that he entered into a continuing care contract with WeMAC, whereby he committed to attending at least three 12-Step meetings per week, Caduceus meetings four times per month, attendance at an ongoing aftercare group four times per month, individual therapy once a month, and weekly random urine screens.

Dr. Switch states, and the Board acknowledges receipt of information to support, that on or about June 9, 2004, he entered into a Recovery Monitoring Agreement [Monitoring Agreement] with the Michigan Health Professional Recovery Corporation, which contained provisions including practice restrictions of eight hours per day and 40 hours per week; attendance at 12-Step meetings at least three times per week; attendance at Caduceus meetings at least once a month; and random urine screens.

- G. Dr. Switch states, and the Board acknowledges receipt of information to support, that on or about July 8, 2004, after receiving confirmation that Dr. Switch did not pose an emergency threat to public health, safety and welfare, the November 2003 Michigan summary suspension was dissolved. Dr. Switch states, and the Board acknowledges receipt of information to support, that on or about October 14, 2004, the Michigan Board entered a Consent Order and Stipulation [October 2004 Michigan Consent Order], whereby he was placed on probation for a definite three-year term and which ordered that he was to comply the terms of his Monitoring Agreement. Dr. Switch states, and the Board acknowledges receipt of information to support, that on June 3, 2007, his Monitoring Agreement terminated, that he had successfully completed his monitoring program, and that he was given full release from the program. A copy of the October 2004 Michigan Consent Order is attached hereto and incorporated herein.

Dr. Switch states, and the Board acknowledges receipt of information to support, that he successfully completed his MHRPC Recovery Monitoring Agreement on or about June 3, 2007, and that he successfully completed his probationary term with the Michigan Board in or about October 2007. Further, Dr. Switch specifically asserts that he has maintained continuous sobriety since his admissions to residential treatment at WeMac on or about February 3, 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. Switch shall be GRANTED a certificate to practice osteopathic medicine and surgery in the State of Ohio, upon receipt of all necessary and appropriate documentation, and Dr. Switch knowingly and voluntarily agrees with the Board that

said certificate to practice osteopathic medicine and surgery shall be subject to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Switch shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Switch shall submit quarterly declarations under penalty of Board disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this Consent Agreement. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Switch 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 six 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. Switch 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. Switch 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. Switch may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Switch 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. Switch 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. Switch shall keep a log of all controlled substances prescribed. Such log shall be submitted, in the format approved by the Board, thirty days prior to Dr. Switch's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Switch shall make his patient records with regard to such prescribing available for review by an agent of the Board upon request.
7. Dr. Switch shall not, without prior Board approval, administer, personally furnish, or possess (except as allowed under Paragraph 7 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. Switch to administer or personally furnish controlled substances, Dr. Switch 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 thirty days prior to Dr. Switch's personal appearance before the Board or its designated representative, or as otherwise directed by the Board. Further, Dr. Switch shall make his patient records with regard to such prescribing, administering, or personally furnishing available for review by an agent of the Board upon request.

Sobriety

8. Dr. Switch 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 Dr. Switch's history of chemical dependency.
9. Dr. Switch shall abstain completely from the use of alcohol.

Drug and Alcohol Screens/Supervising Physician

10. Before engaging in any medical practice in Ohio, Dr. Switch shall arrange to undergo random urine screenings for drugs and alcohol two times per month at a minimum, and shall have submitted to one such screen. Thereafter, Dr. Switch shall submit to random urine screenings for drugs and alcohol two times per month or as otherwise directed by the Board. Dr. Switch 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.

Dr. Switch shall abstain from consumption of poppy seeds or any other food or liquid that may produce false results in a toxicology screen.

Within thirty days of the effective date of this Consent Agreement, Dr. Switch shall submit to the Board for its prior approval the name and curriculum vitae of a supervising physician to whom Dr. Switch 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 Dr. Switch. Dr. Switch and the supervising physician shall ensure 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, the supervising physician shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

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

Dr. Switch shall ensure that the supervising physician provides quarterly reports to the Board, in a format acceptable to the Board, as set forth in the materials provided by the Board to the supervising physician, 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 or her responsibilities.

In the event that the designated supervising physician becomes unable or unwilling to so serve, Dr. Switch must immediately notify the Board in writing, and make arrangements acceptable to the Board for another supervising physician as soon as practicable. Dr. Switch shall further ensure that the previously designated supervising physician also notifies the Board directly of his or her 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 Dr. Switch's quarterly declaration. It is Dr. Switch's responsibility to ensure that reports are timely submitted.

11. The Board retains the right to require, and Dr. Switch agrees to submit, blood or urine specimens for analysis at Dr. Switch's expense upon the Board's request and without prior notice. Dr. Switch'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.

Monitoring Physician

12. Before engaging in any medical practice in Ohio, Dr. Switch shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Switch and who is engaged in the same or similar practice specialty.

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

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

Rehabilitation Program

13. Before engaging in any medical practice in Ohio, Dr. Switch 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 two times per week. Substitution of any other specific program must receive prior Board approval.

Dr. Switch shall submit acceptable documentary evidence of continuing compliance with this program which must be received in the Board's offices no later than the due date for Dr. Switch's quarterly declarations.

Aftercare

14. Before engaging in any medical practice in Ohio, Dr. Switch shall contact an appropriate impaired physicians committee, approved by the Board, to arrange for assistance in recovery or aftercare.

Releases

15. Dr. Switch 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. Switch'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. 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. Switch 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

16. Within thirty days of the effective date of this Consent Agreement, Dr. Switch 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, Dr. Switch 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.
17. Within thirty days of the effective date of this Consent Agreement, Dr. Switch 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. Dr. Switch 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 for reinstatement of any professional license. Further, Dr. Switch shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
18. Dr. Switch shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Switch chemical dependency treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Switch 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. Switch has violated any term, condition or limitation of this Consent Agreement, Dr. Switch 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. Switch shall not request termination of this Consent Agreement for a minimum of two years. In addition, Dr. Switch shall not request modification to the probationary terms, limitations, and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

Dr. Switch 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.

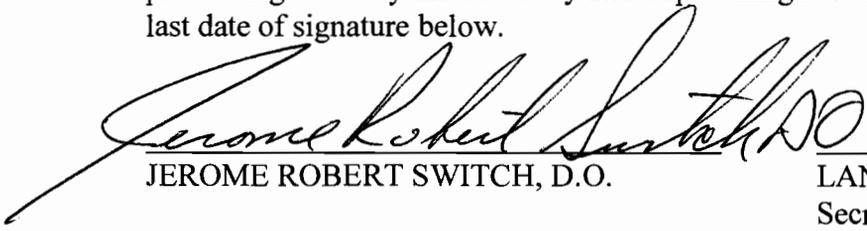
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

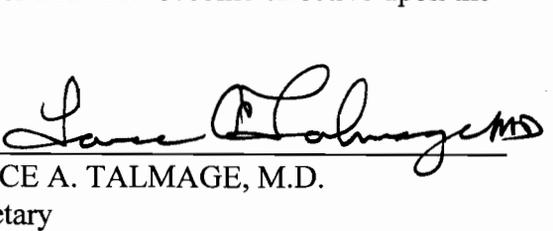
Dr. Switch hereby releases the Board, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

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. Switch 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 ROBERT SWITCH, D.O.


LANCE A. TALMAGE, M.D.
Secretary

3-28-08
DATE

4-9-08
DATE


RAYMOND J. ALBERT
Supervising Member

4/9/08
DATE


KAREN MORTLAND
Enforcement Attorney

3/31/08
DATE

STATE MEDICAL BOARD
2008 MAR 31 A 10:47

STATE OF MICHIGAN
DEPARTMENT OF COMMUNITY HEALTH
BUREAU OF HEALTH PROFESSIONS
BOARD OF OSTEOPATHIC MEDICINE AND SURGERY
DISCIPLINARY SUBCOMMITTEE

In the Matter of

JEROME R. SWITCH, D.O.
_____ /

Complaint No. 51-03-90562

CONSENT ORDER AND STIPULATION

CONSENT ORDER

An administrative complaint was filed with the Disciplinary Subcommittee of the Board of Osteopathic Medicine and Surgery on November 3, 2003, charging Jerome R. Switch, D.O., (Respondent) with having violated sections 16221(a), (b)(ii), and (b)(iii) of the Public Health Code, 1978 PA 368, as amended, MCL 333.1101 *et seq.*

Based on the administrative complaint and after consultation with the Chairperson of the Board of Osteopathic Medicine and Surgery, the Department summarily suspended Respondent's license to practice osteopathic medicine by order dated November 3, 2003.

After the Michigan Health Professional Recovery Corporation (MHPRC) confirmed that Respondent did not pose an emergency threat to the public health, safety, and welfare, the parties stipulated to the dissolution of the summary suspension. Based on this stipulation, the administrative hearing officer entered an order dissolving the summary suspension on July 7, 2004.

The parties have stipulated that the Disciplinary Subcommittee may enter this consent order. The Disciplinary Subcommittee has reviewed the stipulation contained in this document and agrees that the public interest is best served by resolution of the outstanding complaint.

STATE OF MICHIGAN - INGHAM COUNTY
We certify that the foregoing is a true
copy of the original filed in the office
of the Department of Community Health
Bureau of Health Professions

Therefore, the Disciplinary Subcommittee finds that the allegations of fact contained in the complaint are true and that Respondent has violated section 16221(a), (b)(ii), and (b)(iii) of the Public Health Code.

Accordingly, for these violations, IT IS ORDERED:

Respondent is placed on PROBATION for a period of three years commencing on the effective date of this order. Reduction of the probationary period shall occur only while Respondent is employed as an osteopathic physician. Respondent shall be automatically discharged from probation at the end of the probationary period provided Respondent has complied with the terms of this order. The terms and conditions of the probation, which Respondent must complete within the period of probation, are as follows:

MONITORING AGREEMENT. Respondent has entered into a regulatory non-confidential monitoring agreement with the Michigan Health Professional Recovery Corporation (MHPRC). A copy of the monitoring agreement between MHPRC and Respondent is attached to this consent order and stipulation. Respondent shall comply with the terms of the monitoring agreement.

Respondent shall be responsible for all costs and expenses incurred in complying with the terms and conditions of this consent order.

This order shall be effective on the date signed by the Chairperson of the Disciplinary Subcommittee or the Disciplinary Subcommittee's authorized representative, as set forth below.

Signed on October 14, 2004.

MICHIGAN BOARD OF OSTEOPATHIC
MEDICINE AND SURGERY

By Richard A. Hall
Chairperson, Disciplinary Subcommittee

STATE OF MICHIGAN-INGHAM COUNTY
We certify that the foregoing is a true
copy of the original on file in the office
of the Department of Community Health
Bureau of Health Professions

STIPULATION

The parties stipulate as follows:

1. Respondent does not contest the allegations of fact and law in the complaint.

Respondent understands that, by pleading no contest, he does not admit the truth of the allegations but agrees that the Disciplinary Subcommittee may treat the allegations as true for resolution of the complaint and may enter an order treating the allegations as true.

2. Respondent understands and intends that, by signing this stipulation, he is waiving the right under the Public Health Code, rules promulgated under the Public Health Code, and the Administrative Procedures Act of 1969, 1969 PA 306, as amended, MCL 24.201 *et seq*, to require the Department to prove the charges set forth in the complaint by presentation of evidence and legal authority, and to present a defense to the charges before the Disciplinary Subcommittee or its authorized representative.

3. The Disciplinary Subcommittee may enter the above consent order, which Board conferee Frank D. Winters, D.O. supports. The Board conferee, the Department's representative, and/or the undersigned Assistant Attorney General are free to discuss this matter with the Disciplinary Subcommittee in order to recommend acceptance of this resolution.

4. The Board conferee and the parties considered the following factors in reaching this agreement:

Respondent has been involved in intensive inpatient treatment to resolve his substance abuse problem.

5. Should the Disciplinary Subcommittee reject the proposed consent order, the parties reserve the right to proceed to hearing.

STATE OF MICHIGAN-INGHAM COUNTY
We certify that the foregoing is a true
copy of the original on file in the office
of the Department of Community Health
Bureau of Health Professions

AGREED TO BY:

Jack Blumenkopf
Jack Blumenkopf (P24042)
Assistant Attorney General
Attorney for Complainant
Dated: 7-21-04

AGREED TO BY:

Jerome R. Switch
Jerome R. Switch, D.O.
Respondent

Dated: 7-18-04

Thomas L. Sparks
Thomas L. Sparks (P25144)
Attorney for Respondent
Dated: 7/20/04

State of Michigan

County of Oakland

On July 19, 2004, I observed Jerome R. Switch, D.O., sign this stipulation.

Sandra Gale
Notary Public Oakland County
State of Michigan
My commission expires: 3-9-06
Oakland County
SANDRA GALE
Notary Public, Oakland County, MI
My Commission Expires Mar. 9, 2006

STATE OF MICHIGAN-INGHAM COUNTY
We certify that the foregoing is a true copy of the original on file in the office of the Department of Community Health Bureau of Health Professions

HPRP INITIAL RECOVERY MONITORING AGREEMENT

P.O. Box 989, Brighton, MI 48116

Regulatory Monitoring.

I, Jerome R. Switch, DO, acknowledge my impairment and hereby apply to participate in the Michigan Health Professional Recovery Program. In order to participate, I voluntarily agree to all of the following terms and conditions:

I am currently in treatment at WeMAC, Grand Rapids, MI. As such, I am being monitored by my provider(s) and I am to follow all the conditions established in my contract with my provider(s) (e.g., groups/individual, UDS's). While in treatment, the Michigan Health Professional Recovery Corporation (MHPRC) will monitor me via my contract with my provider(s). I will not return to work as a health care professional without MHPRC approval.

My therapist, Joseph Merrell III, ACSW, will provide written reports to MHPRC regarding my attendance, participation and monitoring, indicating compliance. If I am non-compliant, my therapist will notify MHPRC immediately. The reports from my therapist will be due monthly at a minimum.

I will practice total abstinence from alcohol, narcotics/controlled substances, and other mood altering substances. I will notify all treating practitioners of my restriction from all mood-altering substances. If I am hospitalized or otherwise require medical or dental treatment involving narcotics/controlled substances or other mood-altering medications, as ordered by my treating physician or dentist, I will immediately report this fact and all relevant circumstances to the MHPRC.

MHPRC may periodically contact the reporting individuals or agencies to inquire of my progress. I authorize the release of the information, which is specifically identified in this agreement and will execute any forms necessary for the release of the information to the MHPRC.

I understand that the MHPRC is required by law to notify the Department of Community Health (DCH) if I am not compliant with my recovery monitoring agreement. In such case, I authorize the MHPRC to disclose the circumstances of my impairment and failure to comply with the Department of Community Health (DCH), including any assessments received from treatment providers. I also understand the MHPRC is required by law to notify the Department of Community Health (DCH) of any circumstances indicating I may be a threat to the public health, safety, or welfare.

This contract will remain in effect until I am discharged with staff approval from my provider(s). (Any other type of discharge will nullify this contract immediately). One week prior to discharge, I will contact MHPRC to finalize the formal Regulatory Recovery Monitoring Agreement (R-RMA) or to discuss further treatment recommendations.

Signed: [Signature]
(Program Applicant)

Date: 3-16-04

Dept. of the
Attorney General

Witnessed: [Signature]
(Therapist) ACSW

Date: 3-16-04

APR 30 2004

Signed: _____
(HPRP Representative)

Date: _____
STATE OF MICHIGAN-INGHAM COUNTY
Assigned to
We certify that the foregoing is a true
copy of the original on file in the office
of the Department of Community Health
Bureau of Health Professions

MICHIGAN HEALTH PROFESSIONAL RECOVERY PROGRAM
RECOVERY MONITORING AGREEMENT

MHPRC
P.O. Box 989
Brighton, MI 48116

July 14 2004

Regulatory Monitoring – MHPRC provides monitoring services as an agent for the Department of Community Health – Bureau of Health Professions.

I, **Jerome Switch, DO**, acknowledge my impairment and hereby apply to participate in the Michigan Health Professional Recovery Program. In order to participate, I voluntarily agree to all of the following terms and conditions:

1. ~~ADVANCED APPROVAL OF EMPLOYMENT: I will obtain approval from MHPRC of my~~ conditions of employment or changes in employment, which may include restrictions on practice setting, supervision, work hours, and access to controlled substances. I will provide my prospective employer(s) with a copy of this agreement.
2. **ACCESS TO CONTROLLED SUBSTANCES: Not Applicable.**
3. **PLACE OF EMPLOYMENT:** I will practice my profession only at **To be determined at a later date then approved by HPRP.**
4. **WORKSITE MONITORING:** I will practice my profession only under the supervision of **To be determined at a later date then approved by HPRP**, who is knowledgeable of my history. He/she will report to MHPRC as required in this agreement. I will ensure my worksite monitor files reports with MHPRC, informing them of my work performance. In the event that I fail to comply with the minimal standards of acceptable and prevailing practice or appear unable to practice with reasonable skill and safety, my worksite monitor will immediately notify MHPRC.
5. **HOURS OF PRACTICE:** I will practice my profession only from 7:00 AM to Midnight and for not more than 8 hours per shift nor more than 40 hours per week.
6. **ABSTENTION FROM MOOD-ALTERING SUBSTANCES:** I will practice total abstention from alcohol, controlled substances, and other mood-altering substances. I will notify all treating practitioners of my chemical dependency. In the event I am hospitalized or otherwise require medical or dental treatment involving mood-altering or controlled substances as ordered by my treating physician or dentist, I will immediately report this fact and all relevant circumstances to MHPRC and Addictionist.
7. **AA OR NA ATTENDANCE:** I will attend meetings of either Alcoholics Anonymous or Narcotics Anonymous at least three (3) times weekly. The leader of these meetings will attest to my attendance, and I will file written verification of my attendance with MHPRC with my monthly self-report.
8. **CADUCEUS:** Additionally, I will attend at least one (1) caduceus meeting a month. The leader of these meetings will attest to my attendance, and I will file written verification of my attendance with MHPRC by my monthly self-report.

STATE OF MICHIGAN-INGHAM COUNTY
We certify that the foregoing is a true
copy of the original on file in the office
of the Department of Community Health
Bureau of Health Professions

9. **SPONSOR:** I will obtain a sponsor and maintain an ongoing relationship with him/her. My sponsor's first name, last initial, and phone # are **Barry G. 248-926-9417**. I authorize MHPRC to contact my sponsor. I will ensure that my sponsor files quarterly reports with MHPRC.

10. **RANDOM URINE/BLOOD SCREENS:** I will submit to drug screens as requested by MHPRC. I agree to participate with Compass Vision, and agree to follow the schedule for frequency of testing as determined by MHPRC. I will make arrangements through a source acceptable to MHPRC and Compass Vision to ensure that all specimens are monitored with the chain of custody, temperature, and pH/specific gravity controls. I understand I need to call Compass Vision @ 877-267-1942, Monday through Friday, and when instructed by Compass Vision, I will report that day by 6:00 p.m. (or as specified in my monitoring agreement), to submit the requested specimen. My daily instructions will be available by 5:00 a.m., Eastern Standard Time, Monday through Friday.

Notice is hereby given and acknowledged that ingestion of any food or food supplements (e.g., herbs, poppy seeds) may give a positive test for restricted drugs. Accordingly, I agree that no claim shall be made, and MHPRC will accept no claim, that the presence of drugs in my blood or urine resulted from consumption of such foods or food supplements.

11. **VACATIONS:** If a vacation or other absence from my home area is planned, I must submit my therapist's recommendations for a recovery plan to assist in maintaining abstinence, which will include: drug screens and AA/NA attendance. I understand that I must submit this plan two (2) weeks prior to vacation or absence for MHPRC approval.

12. TREATING PHYSICIAN(S):	PHYSICIAN'S NAME	PHYSICIAN'S TELEPHONE #
• Primary Care	Eric Coffman, DO	248-474-5601
• Addictionist	Eric Coffman, DO	248-474-5601
• Psychiatrist	N/A	N/A

If any of my treating physicians find I am not chemically free, or have not been compliant with this contract, or am unable, for any reason, to practice my profession with reasonable skill and safety, he/she will immediately notify MHPRC in writing and provide all related information, including copies of any urine/blood drug screen results. Following the initial visit, my Addictionist will determine and specify the frequency of my visits. MHPRC requires a minimum of quarterly Addictionist visits (i.e. every three (3) months). I will ensure my Addictionist files quarterly reports with MHPRC. I understand MHPRC may require that I see my Addictionist at specified time. I will provide a copy of my monitoring agreement to all my treating physicians.

13. **MEDICATION MANAGEMENT:** I will take only those medications prescribed for me by my treating physician(s), and will notify MHPRC and my Addictionist of all prescribed and non-prescribed medications. Current medications are as follows:

Medication	Reason	Prescribing Physician	Dosage
Wellbutrin SR	Depression	Dr. Haynes	150 mg
Lisinopril	HTN	Dr. Haynes	20 mg

STATE OF MICHIGAN-INGHAM COUNTY
I hereby certify that the foregoing is a true copy of the original on file in the office of the Department of Community Health Bureau of Health Professions

I will notify my Addictionist and coordinate all medications prescribed to me by other physicians with my Addictionist.

JUN 14 2004

- 14. THERAPY: I will participate in MHPRC approved group therapy for a minimum of two (2) years. Individual or other therapy may also be required. My treatment providers are:

<u>Role In Treatment</u>	<u>Name</u>	<u>Frequency</u>	<u>Phone Number</u>
HPRP Group	Lee Young	Weekly	248-417-7437
Individual Therapy	Lee Young	Monthly	248-417-7437

I will ensure my Therapist files quarterly reports with MHPRC. These will indicate my ability to practice in a safe and competent manner.

If my therapist(s) finds I am not chemically free, or have not been compliant with this agreement, or am unable, for any reason, to practice my profession with reasonable skill and safety, my therapist(s) will immediately notify MHPRC in writing and provide all related information.

- 15. PROFESSIONAL ASSOCIATION MONITORING PROGRAM: Not Applicable.

- 16. REPORTS: Self-Reports: AA/NA attendance, Caduceus attendance, medication and prescription logs, are due by the 10th of the following month. All other reports are due on a quarterly basis unless otherwise specified. This information will be reported on forms initially provided by MHPRC.

- 17. MEETINGS WITH MHPRC: I will meet with a representative of MHPRC at the request of either party to review my compliance with the terms of this agreement.

- 18. ADDITIONAL EVALUATION AND/OR TREATMENT: I agree to submit to an independent chemical dependency or psychiatric evaluation and/or engage in additional monitoring and/or treatment as determined by MHPRC.

- 19. COSTS: I accept responsibility for payment of all costs incurred in complying with the terms of this agreement.

- 20. SUCCESSORS: I will immediately provide copies of this agreement to my worksite monitor(s), treating physician(s), therapist(s), and any other individual(s) required to report to MHPRC. If I wish to change employers, treating physician(s), therapist(s), or worksite, I will first obtain the advanced written approval of MHPRC, and will provide copies of this agreement to each successor, treating physician(s), therapist(s), worksite monitor, or any other individual(s) required to report to MHPRC. I will ensure compliance by any successor with the reporting requirements of this agreement.

- 21. AUTHORIZATION FOR RELEASE OF INFORMATION: MHPRC may periodically contact the reporting individuals or agencies to inquire of my status. I authorized the release of the information, which is specifically identified in this agreement and will execute any forms necessary for the release of the information to MHPRC.

STATE OF MICHIGAN-INGHAM COUNTY

- 22. MODIFICATIONS: I understand and agree MHPRC may, at its discretion periodically modify the terms of this agreement as necessary to protect the public health, safety, and welfare or to facilitate my progress in recovery. All modifications will be reflected in an addendum to this agreement signed by the Bureau of Health Professions

We certify that the foregoing is a true copy of the original on file in the office of the Department of Community Health Bureau of Health Professions

and a representative of MHPRC. My failure to agree to and/or comply with modifications as determined by MHPRC may be considered a breach of this agreement. I also understand any requests I make for modifications must be in writing and accompanied by supporting documentation. JUN 14 2004

- 23. **EMPLOYMENT:** Failure to abide by the terms of my agreement may result in my being asked to refrain from working until my safety to practice has been established. In the event that my worksite monitor is unavailable, I will be asked to identify an appropriate alternative worksite monitor and agree to sign a release of information to that person.
- 24. **REPORTS TO THE DEPARTMENT:** I understand MHPRC is required by law to notify the Department of Community Health (DCH) if I do not comply with my recovery monitoring agreement. In such case, I authorize MHPRC to disclose the circumstances of my impairment and failure to comply with the DCH. I also understand MHPRC is required by law to notify the DCH of any circumstances indicating I may be a threat to the public health, safety, or welfare.
- 25. **VIOLENCE:** I understand that any threats or acts of violence or harm toward MHPRC or its employees will result in immediate case closure to the Department of Community Health. I understand that any threats or acts of violence or harm toward MHPRC or its employees will also be reported to the police department.

This contract will remain in effect for a minimum of three (3) years from the creation date of this contract. That date is June 3, 2004. Therefore, assuming continued active involvement in recovery, compliance with all requirements of MHPRC and no relapses, this monitoring agreement will end June 3, 2007. In the eventuality of relapse or noncompliance, this contract may be extended or terminated.

I understand my participation with MHPRC does not preclude the Department of Community Health, Health Professional Board or Disciplinary Subcommittee from taking disciplinary action against me.

Signed: Jerome R. Switek Date: 6-9-04
(Program Applicant)

State of Michigan
County of OAKLAND

On the 9th day of JUNE, 2004 before me, a Notary public in and for said county, appeared JEROME R. SWITEK, who upon oath, stated that she has read the foregoing contract by his/her subscribed, and that the signing of said contract is his/her free act and deed.

Signed: Judith L. Fast
(Notary Public Signature)

Notary Public OAKLAND County
State of Michigan

My commission expires on JUDITH L. FAST
Notary Public, Oakland County, MI
My Commission Expires Jan. 12, 2006

Print: Judith L. FAST
(Notary Public)

Date: 6/9/04

Signed: Karen Hagan
(MHPRC Representative)

Date: 6-14-04

rev. 7/28/00

STATE OF MICHIGAN-INGHAM COUNTY
We certify that the foregoing is a true copy of the original on file in the office of the Department of Community Health Bureau of Health Professions