



State Medical Board of

Ohio

30 E. Broad St., 3rd Floor
Columbus, Ohio 43215
(614) 466-3934
www.med.ohio.gov

July 14, 2021

Shawn M. Swick, M.D.
478 N. Spring Street
Wilmington, OH 45177

RE: Case No. 20-CRF-0036

Dear Dr. Swick:

Please find enclosed a certified copy of the Findings, Order and Journal Entry approved and confirmed by the State Medical Board meeting in regular session on July 14, 2021.

Section 119.12, Ohio Revised Code, may authorize an appeal from this Order. Any such appeal must be filed in accordance with all requirements specified in Section 119.12, Ohio Revised Code, and must be filed with the State Medical Board of Ohio and the Franklin County Court of Common Pleas within (15) days after the date of mailing of this notice.

THE STATE MEDICAL BOARD OF OHIO

Kim G. Rothermel, M.D.
Secretary

KGR:jam
Enclosures

CERTIFIED MAIL NO. 91 7199 9991 7138 7114 0386
RETURN RECEIPT REQUESTED

Mailed 7-15-2021

CERTIFICATION

I hereby certify that the attached copy of the Findings, Order and Journal Entry approved by the State Medical Board, meeting in regular session on July 14, 2021, constitutes a true and complete copy of the Findings, Order and Journal Entry in the Matter of Shawn M. Swick, M.D., Case No. 20-CRF-0036, as it appears in the Journal of the State Medical Board of Ohio.

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

Kim G. Rothermel, M.D.
Kim G. Rothermel, M.D.
Secretary

(SEAL)

July 14, 2021
Date

BEFORE THE STATE MEDICAL BOARD OF OHIO

IN THE MATTER OF

:

:

Case No. 20-CRF-0036

SHAWN M. SWICK, M.D.

:

FINDINGS, ORDER AND JOURNAL ENTRY

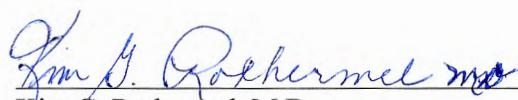
This matter came on for consideration before the State Medical Board of Ohio on July 14, 2021, pursuant to a Notice of Opportunity for Hearing issued to Shawn M. Swick, M.D., on March 11, 2020. No request for hearing having been received within the statutorily mandated time period, Hearing Examiner Kimberly A. Lee, Esq., on behalf of the Board, reviewed and summarized evidence supporting the Notice, and prepared Proposed Findings and a Proposed Order.

WHEREFORE, having reviewed Ms. Lee's Proposed Findings and Proposed Order, which is attached hereto and incorporated herein, the Board hereby adopts the Proposed Findings and Proposed Order.

It is hereby ORDERED that:

- A. **REVOCATION:** The license of Shawn M. Swick, M.D., to practice medicine and surgery in the State of Ohio shall be REVOKED.
- B. **FINE:** Within thirty days of the effective date of this Order, Dr. Swick shall remit payment in full of a fine of one thousand dollars (\$1,000). Such payment shall be made via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. This fine is in addition to the fine contained in the December 12, 2018 Step I Consent Agreement between Dr. Swick and the Board.

This Order shall become effective immediately upon the mailing of the notification of approval by the Board.



Kim G. Rothermel, M.D.
Secretary

(SEAL)

July 14, 2021

Date

STATE MEDICAL BOARD
OF OHIO

RECEIVED:
June 1, 2021

BEFORE THE STATE MEDICAL BOARD OF OHIO

In the Matter of

Shawn M. Swick, M.D.

Respondent.

*

Case No. 20-CRF-0036

*

Hearing Examiner Lee

PROPOSED FINDINGS AND PROPOSED ORDER

Basis for Action:

Notice of Opportunity for Hearing: In a Notice of Opportunity for Hearing dated March 11, 2020 (“Notice”), the State Medical Board of Ohio (“Board”) notified Shawn M. Swick, M.D., that it proposed to take disciplinary action against his license to practice medicine and surgery in Ohio. The Board based its proposed action on allegations that, on or about December 12, 2018, Dr. Swick entered into a Step I Consent Agreement with the Board which suspended his license and imposed certain conditions. The Board further alleged that Dr. Swick has failed to submit quarterly declarations, to appear in person for interviews, to submit to random toxicology screenings, to submit evidence of participation in an alcohol and drug rehabilitation program, to submit evidence of compliance with an aftercare contract, and to pay a monetary fine, as required by his Consent Agreement.

The Board further alleged that Dr. Swick’s acts, conduct, and/or omissions, individually and/or collectively, constituted “[v]iolation of the conditions of limitation placed by the board upon a license or certificate to practice,” as set forth in Ohio Revised Code Section (“R.C.”) 4731.22(B)(15). (Ex. 1, 1.A)

No Request for Hearing: On March 12, 2020, the Board mailed the Notice by certified mail, return receipt requested, to Dr. Swick at his address of record at 222 W. Main Street, Wilmington, Ohio 45177. On April 17, 2020, the Notice was returned to the Board with a notation from the United States Postal Service (“USPS”) stating, “Return to Sender, Not Deliverable as Addressed, Unable to Forward.” Subsequently, Marcie Pastrick, an Enforcement Attorney, provided the Legal Department with an additional address of record for Dr. Swick at 478 N. Spring Street, Wilmington, Ohio 45177. Dr. Swick had previously provided Ms. Pastrick with this address and identified it as his residential address. On May 4, 2020, the Notice was mailed by certified mail, return receipt requested, to Dr. Swick’s address at 478 N. Spring Street, Wilmington, Ohio 45177. On May 26, 2020, the Board received confirmation from USPS that the Notice had been delivered to Dr. Swick’s address on May 6, 2020. Pursuant to R.C. 119.07, Dr. Swick would have had thirty days from the date of mailing in which to submit a written

request for hearing. However, pursuant to Section 22 of Am.Sub.H.B. No. 197, all statutes of limitation, time limitations, and deadlines in the Ohio Revised Code and the Ohio Administrative Code were immediately tolled, retroactive to March 9, 2020, until the expiration of Executive Order 2020-01D or July 30, 2020. The tolling period expired on July 30, 2020. The Board's Chief Legal Counsel attested in a sworn affidavit dated April 21, 2021, that the final day to request a hearing was August 31, 2020 and that, as of the date of the affidavit, the Board had not received a request for hearing from Dr. Swick. (Ex. 1, 1.A – 1.D, 3)

Request for Proposed Findings and Proposed Order: In a memorandum dated May 24, 2021, the Assistant Legal Counsel requested that a hearing examiner review the evidence as provided and prepare a report of Proposed Findings and Proposed Order. (Ex. 7)

Evidence Examined:

Exhibit 1: April 21, 2021 Affidavit of Kimberly C. Anderson, Chief Legal Counsel, regarding service of the Notice on Dr. Swick and attesting that the final day to request a hearing was August 31, 2020. Ms. Anderson further authenticated the following documents:

Exhibit 1.A: Copy of the Notice dated March 11, 2020 (mailed March 12, 2020) sent by the Board by certified mail, return receipt requested, to Dr. Swick at his address of record at 222 W. Main Street, Wilmington, Ohio.

Exhibit 1.B: Copy of the envelope for the Notice mailed on March 12, 2020 which was returned to the Board on April 17, 2020 in return mail with a notation from USPS stating, "Return to Sender, Not Deliverable as Addressed, Unable to Forward."

Exhibit 1.C: Copy of the Notice mailed on May 4, 2020 by certified mail, return receipt requested, to Dr. Swick at his updated address at 478 N. Spring Street, Wilmington, Ohio.

Exhibit 1.D: Copy of the USPS certified mail confirmation and associated tracking documentation for the Notice sent to Dr. Swick's updated address.

Exhibit 2: September 16, 2020 Affidavit of Joseph S. Turek, Director of Licensure & Licensee Services, attesting to Dr. Swick's address of record and the status of his license to practice medicine and surgery.

Exhibit 3: January 6, 2021 Affidavit of Marcie Pastrick, Enforcement Attorney, attesting to her role in the investigation of Dr. Swick and that Dr. Swick provided her with his residential address at 478 N. Spring St., Wilmington, Ohio 45177, in December 2018.

Exhibit 4: February 24, 2021 Affidavit of Brandi Dorcy, Chief of Compliance, attesting to her role supervising compliance officers and that Annette Jones, Dr. Swick's Compliance Officer, is no longer employed by the Board as a Compliance Officer but that Ms. Jones was responsible for monitoring Dr. Swick's compliance with the Step I Consent Agreement. Ms. Dorcy further

attested to Dr. Swick's compliance and/or lack of compliance with the Step I Consent Agreement. Ms. Dorcy further authenticated the following documents:

Exhibit 4.A: May 28, 2019 and August 29, 2019 emails sent by Annette Jones to Dr. Swick.

Exhibit 5: January 7, 2021 Affidavit of Susan J. Loe, Fiscal and HR Administrator, attesting that Dr. Swick has failed to remit payment for the \$4,000 fine.

Exhibit 6: Certified copy of the December 12, 2018 Step I Consent Agreement between Dr. Swick and the Board.

Exhibit 7: May 24, 2021 Memorandum from Colin G. De Pew, Assistant Legal Counsel, attaching the above-referenced exhibits and requesting a report of Proposed Findings and Proposed Order.

PROPOSED FINDINGS

1. Shawn Swick, M.D. was first licensed to practice medicine and surgery in Ohio in 2004. His license was suspended pursuant to the Step I Consent Agreement in December 2018, and it expired on January 1, 2020.

This proposed finding is supported by the following evidence: Exs. 2, 6; Ohio eLicense Center, <<https://elicense.ohio.gov/>>, search terms "Shawn" and "Swick," accessed May 27, 2021

2. On December 12, 2018, Dr. Swick and the Board entered into the Step I Consent Agreement. Dr. Swick entered into the Step I Consent Agreement in lieu of formal proceedings for violations of R.C. 4731.22(B)(26) and R.C. 4731.22(B)(10). Dr. Swick also made the following admissions:

Dr. Swick admits that on or about October 1, 2018, he was ordered to go to an examination at Glenbeigh, a Board-approved treatment provider, in Rock Creek, Ohio, which began on or about November 11, 2018. Dr. Swick further admits that after the examination, he entered residential treatment for the diagnosis of Opiate Use Disorder at Glenbeigh on or about November 11, 2018, where he remains to date. Dr. Swick further admits that this examination and subsequent treatment were ordered and recommended because during approximately the preceding five years, he had written nearly a combined 200 prescriptions, including Oxycodone, Hydromet, Percocet and Hydrocodone, for a patient and/or family members which were for his personal use. Further, Dr. Swick specifically asserts that he has never before received treatment for chemical abuse or chemical dependency.

The Step I Consent Agreement suspended Dr. Swick's medical license for an indefinite period of time, but not less than 180 days.

This proposed finding is supported by the following evidence: Ex. 6

3. Paragraph 7 of the Step I Consent Agreement states:

Dr. Swick 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.

Dr. Swick failed to submit any quarterly declarations despite two separate emails reminding him of this requirement.

This proposed finding is supported by the following evidence: Exs. 4, 4.A, 6

4. Paragraph 8 of the Step I Consent Agreement states:

Dr. Swick 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."

Dr. Swick failed to appear for any personal appearances before the Board or its designated representative.

This proposed finding is supported by the following evidence: Exs. 4, 6

5. Paragraph 9 of the Step I Consent Agreement provides that "Dr. Swick shall submit to random toxicology screenings of biological materials (including but not limited to blood, urine, hair, saliva, breath, or fingernail samples) for drugs and alcohol at least four times per month, or as otherwise directed by the Board." Further, paragraph 10 states, "Dr. Swick and the Board agree that it is the intent of this Consent Agreement that Dr. Swick shall submit his specimens to the designated testing facility chosen by the Board."

Dr. Swick failed to submit to any random toxicology screenings and failed to contact a designated testing facility.

This proposed finding is supported by the following evidence: Exs. 4, 6

6. Paragraph 13 of the Step I Consent Agreement states:

Within thirty days of the effective date of this Consent Agreement, Dr. Swick 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. * * *

Dr. Swick 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. Swick's quarterly declarations.

Dr. Swick failed to submit any documentation related to alcohol and drug rehabilitation program compliance.

This proposed finding is supported by the following evidence: Exs. 4, 6

7. Paragraph 14 provides that, "Immediately upon completion of any required treatment for chemical dependency, Dr. Swick shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract[.]"

While Dr. Swick was receiving treatment at Glenbeigh Hospital at the time he signed the Step I Consent Agreement, there is no evidence in the record that Dr. Swick completed the required treatment. Therefore, the evidence is insufficient to support a finding that Dr. Swick failed to provide any documentary evidence of an aftercare contract and compliance with the same.

This proposed finding is supported by the following evidence: Exs. 4, 6

8. Paragraph 21 provides that, "Within thirty days of the effective date of this Consent Agreement, Dr. Swick shall remit payment in full of a monetary fine of \$4,000 thousand dollars [sic]." However, Dr. Swick failed to remit payment for the monetary fine.

This proposed finding is supported by the following evidence: Exs. 5, 6

9. (a) Dr. Swick's acts, conduct, and/or omissions as set forth in Proposed Findings 2 through 6 and 8 above, individually and/or collectively, constitute "[v]iolation of the conditions of limitation placed by the board upon a license or certificate to practice," as set forth in R.C. 4731.22(B)(15).

(b) Pursuant to R.C. 4731.225, the Board is authorized to impose a civil penalty for this violation. The Board's fining guidelines provide as follows:

Maximum Fine: \$5,000
Minimum Fine: \$1,000

RATIONALE FOR THE PROPOSED ORDER

Dr. Swick suffers from an addiction problem, and it appears that he is either unable or unwilling at this time to comply with the requirements of the Step I Consent Agreement. Therefore, the proposed order would revoke his license and impose the minimum fine. Dr. Swick should be encouraged to apply for a new license when he can provide evidence of completion of treatment as well as a period of sobriety.

PROPOSED ORDER

It is hereby ORDERED that:

- A. **REVOCATION:** The license of Shawn M. Swick, M.D., to practice medicine and surgery in the State of Ohio shall be REVOKED.
- B. **FINE:** Within thirty days of the effective date of this Order, Dr. Swick shall remit payment in full of a fine of one thousand dollars (\$1,000). Such payment shall be made via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. This fine is in addition to the fine contained in the December 12, 2018 Step I Consent Agreement between Dr. Swick and the Board.

This Order shall become effective immediately upon the mailing of the notification of approval by the Board.



Kimberly A. Lee
Hearing Examiner



March 11, 2020

Case number: 20-CRF- **0036**

Shawn M. Swick, M.D.
222 W. Main Street
Wilmington, Ohio 45177

Dear Doctor Swick:

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 grant or register or renew or reinstate your license or certificate to practice medicine and surgery, or to reprimand you or place you on probation for one or more of the following reasons:

- (1) On or about December 12, 2018, you entered into a Step I Consent Agreement [December 2018 Step I Consent Agreement] with the Board in lieu of formal proceedings based upon your violation of Section 4731.22(B)(26), Ohio Revised Code, and Section 4731(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, and Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug. Pursuant to the terms of the December 2018 Step I Consent Agreement, your certificate to practice medicine and surgery in the State of Ohio was suspended for an indefinite period of time, but not less than 180 days. To date, you have failed to fulfill the conditions for reinstatement of your certificate to practice medicine and surgery in the State of Ohio, and your certificate remains suspended.
- (2) Paragraph 7 of the December 2018 Step I Consent Agreement requires that you “shall submit quarterly declarations . . . stating whether there has been compliance with all the conditions of this Consent Agreement.”

Despite this provision, you have failed to submit any quarterly declarations.

- (3) Paragraph 8 of the December 2018 Step I Consent Agreement requires that you “shall appear in person for an interview before the 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.”

Despite this provision, you have failed to appear in person for any interviews as scheduled by the Board.

- (4) Paragraph 9 of the December 2018 Step I Consent Agreement requires that you “shall submit to random toxicology screenings . . . for drugs and alcohol at least four times per

Mailed 3-12-2020

month, or as otherwise directed by the Board.” Paragraph 10 of the December 2018 Step I Consent Agreement requires that you “shall submit [your] specimens to the designated testing facility chosen by the Board.”

Despite these provisions, you have failed to submit to any random toxicology screenings.

(5) Paragraph 13 of the December 2018 Step I Consent Agreement requires that you “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.” Further, this paragraph requires that you “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 [your] quarterly declarations.”

Despite this provision, you have failed to submit documentary evidence of continuing compliance with this program to the Board.

(6) Paragraph 14 of the December 2018 Step I Consent Agreement requires that you “shall enter into an aftercare contract with a Board-approved treatment provider and shall maintain continued compliance with the terms of said aftercare contract.”

Despite this provision, you have failed to submit documentary evidence of continuing compliance with the terms of said aftercare contract to the Board.

(7) Paragraph 21 of the December 2018 Step I Consent Agreement requires that within thirty days of the effective date of the agreement, you “shall remit payment in full of a monetary fine of \$4,000.”

Despite this provision, you have failed to submit payment of the monetary fine.

Your acts, conduct, and/or omissions as alleged in paragraphs (1) through (7) above, individually and/or collectively, constitute a “[v]iolation of the conditions of limitation placed by the board upon a license or certificate to practice,” as that clause is used in Section 4731.22(B)(15), Ohio Revised Code.

Furthermore, for any violations that occurred on or after September 29, 2015, the board may impose a civil penalty in an amount that shall not exceed twenty thousand dollars, pursuant to Section 4731.225, Ohio Revised Code. The civil penalty may be in addition to any other action the board may take under section 4731.22, 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 grant or register or renew or reinstate your certificate or license to practice 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 or issue a license or certificate to practice to an applicant, revokes an individual's license or certificate to practice, refuses to renew an individual's license or certificate to practice, or refuses to reinstate an individual's license or 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 license or certificate to practice and the board shall not accept an application for reinstatement of the license or certificate or for issuance of a new license or certificate.”

Copies of the applicable sections are enclosed for your information.

Very truly yours,



Kim G. Rothermel, M.D.
Secretary

KGR/MAP/bjr
Enclosures

CERTIFIED MAIL #91 7199 9991 7038 7181 9893
RETURN RECEIPT REQUESTED

11/30/10 10:26:11 Bonnie Ristow

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**STEP I
CONSENT AGREEMENT
BETWEEN
SHAWN M. SWICK, M.D.,
AND
THE STATE MEDICAL BOARD OF OHIO**

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

Dr. Swick enters into this Consent Agreement being fully informed of his rights under Chapter 119, Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for a violation of Section 4731.22(B)(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;" Section 4731.22(B)(10), Ohio Revised Code, "[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 violations of Section 4731.22(B)(26), Ohio Revised Code, and Section 4731(B)(10), Ohio Revised Code, to wit: Section 2925.23, Ohio Revised Code, Illegal Processing of Drug Documents, and Section 2925.22, Ohio Revised Code, Deception to Obtain a Dangerous Drug, as set forth in Paragraph (E) below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731, of the Revised Code, whether occurring before or after the effective date of this Agreement. Dr. Swick attests that he has provided a full, complete, and honest account of the circumstances and facts involved in the underlying matter giving rise to this consent agreement; that no pertinent information has been withheld from the Board; and that the factual summary contained herein is an accurate representation of the information provided. Further, Dr. Swick acknowledges he understands that in the event it is subsequently determined that he misrepresented the circumstances or facts of the instant matter, the Board intends to pursue by separate disciplinary action any violation of Section 4731.22(B)(34), Ohio Revised Code, and/or any other violations of the Medical Practices Act, even if such violations arise from the same common nucleus of operative fact contained in this consent agreement. Furthermore, Dr. Swick acknowledges that such subsequent disciplinary action may supersede this consent agreement and may result in additional discipline, up to and including permanent revocation of his certificate.

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STEP I CONSENT AGREEMENT
SHAWN M. SWICK, M.D.
PAGE 2

- C. Dr. Swick is licensed to practice medicine and surgery in the State of Ohio, License number 35.085333.
- D. Dr. Swick states that he is not licensed to practice in any other state or jurisdiction.
- E. Dr. Swick admits that on or about October 1, 2018, he was ordered to go to an examination at Glenbeigh, a Board-approved treatment provider, in Rock Creek, Ohio, which began on or about November 11, 2018. Dr. Swick further admits that after the examination, he entered residential treatment for the diagnosis of Opiate Use Disorder at Glenbeigh on or about November 11, 2018, where he remains to date. Dr. Swick further admits that this examination and subsequent treatment were ordered and recommended because during approximately the preceding five years, he had written nearly a combined 200 prescriptions, including Oxycodone, Hydromet, Percocet and Hydrocodone, for a patient and/or family members which were for his personal use. Further, Dr. Swick specifically asserts that he has never before received treatment for chemical abuse or chemical dependency.

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

SUSPENSION OF CERTIFICATE

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

GENERAL PROBATIONARY REQUIREMENTS:

Obey all Laws

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

Sobriety

3. Dr. Swick 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. Swick's history of chemical dependency. Further, in the event that Dr. Swick is so prescribed, dispensed or administered any drug that is required to be reported to the Ohio Automated Rx Reporting System (OARRS), including any Schedule II-V controlled substance, Dr. Swick shall notify the Board in writing within seven days, providing the Board with the identity of the prescriber; the name of the drug Dr. Swick 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. Swick shall provide the Board with either a copy of the written prescription or other written

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STEP 1: CONSENT AGREEMENT
SHAWN M. SWICK, M.D.
PAGE 3

verification from the prescriber, including the dosage, amount, number of refills, and directions for use.

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

Absences from Ohio

5. Dr. Swick 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. Swick 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. Swick may travel between Ohio and that contiguous state without seeking prior approval of the Secretary or Supervising Member provided that Dr. Swick is able to otherwise maintain full compliance with all other terms, conditions and limitations set forth in this Consent Agreement.

Further, in the event that Dr. Swick does not reside or practice in Ohio while subject to the requirements of this Consent Agreement, the Secretary and Supervising Member of the Board, in their sole discretion, may allow this Board's monitoring of Dr. Swick to be coordinated with an entity or board from another jurisdiction provided the Secretary and Supervising Member determine that such coordination ensures substantial compliance with the requirements of this Consent Agreement.

Releases: Quarterly Declarations and Appearances

6. Dr. Swick 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. Swick'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. Swick 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. Swick 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.

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STEP 1 CONSENT AGREEMENT
SHAWN M. SWICK, M.D.
PAGE 4

Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.

8. Dr. Swick 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.

Toxicology Screens: Designated Testing Facility

9. Dr. Swick shall submit to random toxicology screenings of biological materials (including but not limited to blood, urine, hair, saliva, breath, or fingernail samples) for drugs and alcohol at least four times per month, or as otherwise directed by the Board. Dr. Swick 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. Swick's drug(s) of choice.

Dr. Swick 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. Swick 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 screen that may not be able to be differentiated from intentional ingestion, and therefore such consumption or use is prohibited under this Consent Agreement. Further, Dr. Swick shall ensure his use of over-the-counter medications complies with the "Guide to Alcohol-Free Products" brochure as utilized by the Board's Compliance division.

All such screenings for drugs and alcohol shall be conducted through the Board-approved drug testing facility and collection site pursuant to the global contract between said facility [designated testing facility] and the Board that provides for the Board to maintain ultimate control over the toxicology screening process and to preserve the confidentiality of all positive screening results in accordance with Section 4731.22(F)(5), Ohio Revised Code. Further, the screening process shall require a daily call-in procedure. Dr. Swick's failure to timely call-in each day as directed by the Board shall constitute a violation of this Consent Agreement.

Dr. Swick shall submit, at his expense and on the day selected, specimens for drug and/or alcohol analysis. All specimens submitted by Dr. Swick 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 timely 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. Swick shall enter into the necessary financial and/or contractual arrangements with the designated testing facility in order to facilitate the screening process in the manner required by this Consent Agreement. Further, Dr. Swick shall promptly provide to the

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Board written documentation of completion of such arrangements, including a copy of any contract entered into between Dr. Swick and the designated testing facility. Dr. Swick'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. Swick shall ensure that the screening process performed through the designated testing facility requires a daily call-in procedure; that the specimens are obtained on a random basis; and that the giving of the specimen is witnessed by a reliable person. In addition, Dr. Swick and the designated testing facility shall assure that appropriate control over the specimen is maintained and shall immediately inform the Board of any positive screening results.

Dr. Swick shall ensure that the designated testing facility provides quarterly reports to the Board, in a format acceptable to the Board, verifying whether all screens have been conducted in compliance with this Consent Agreement, and whether all screens have been negative.

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

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

10. Dr. Swick and the Board agree that it is the intent of this Consent Agreement that Dr. Swick shall submit his specimens to the designated testing facility chosen by the Board. However, in the event that utilizing said designated testing facility creates an extraordinary hardship upon Dr. Swick, as determined in the sole discretion of the Board, the Board may approve an alternate testing facility provided the Board determines in its sole discretion that the alternative testing facility is acceptable for the purpose of conducting the random toxicology testing required by this Consent Agreement.

The Board expressly reserves the right to disapprove any entity or facility proposed to serve as Dr. Swick's alternate testing facility, or to withdraw approval of any entity or facility approved to so serve in the event that the Secretary and Supervising Member of the Board determine that any such entity or facility 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 designated testing facility or alternate testing facility must be received in the Board's offices no later than the due date for Dr. Swick's quarterly declaration. It is Dr. Swick's responsibility to ensure that reports are timely submitted.

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12. The Board retains the right to require, and Dr. Swick agrees to submit biological materials (including but not limited to blood, urine, hair, saliva, breath, or fingernail samples) for screening for drugs and alcohol, for analysis of therapeutic levels of medications that may be prescribed for Dr. Swick, or for any other purpose, at Dr. Swick's expense upon the Board's request and without prior notice. Dr. Swick's refusal to timely 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. Swick 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. Swick 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. Swick's quarterly declarations.

14. Immediately upon completion of any required treatment for chemical dependency, Dr. Swick 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/RESTORATION

15. The Board shall not consider reinstatement or restoration of Dr. Swick's certificate to practice medicine and surgery until all of the following conditions are met:
 - a. Dr. Swick shall submit an application for reinstatement or restoration, as appropriate, accompanied by appropriate fees, if any.
 - b. Dr. Swick 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. Swick 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.

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- 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 4731-18-10 of the Administrative Code.
- iii. Evidence of continuing full compliance with this Consent Agreement.
- iv. Two written reports indicating that Dr. Swick'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. Swick. Further, the two aforementioned physicians shall not be affiliated with the same treatment provider or medical group practice. Prior to the assessments, Dr. Swick 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. Swick, and any conditions, restrictions, or limitations that should be imposed on Dr. Swick's practice. The reports shall also describe the basis for the evaluator's determinations.

Dr. Swick and the Board agree that the first two such assessments sought by Dr. Swick shall constitute the basis for the two reports required under this Consent Agreement regardless of whether Dr. Swick agrees with the report(s) provided by the physician assessor(s) and regardless of whether he obtains subsequent assessment(s).

All reports required pursuant to this paragraph shall be based upon examinations occurring within the three months immediately preceding any application for reinstatement/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.

- v. In the event that the Board initiates future formal proceedings against Dr. Swick, including but not limited to issuance of a Notice of Opportunity for Hearing, Dr. Swick shall be ineligible for reinstatement/restoration until such proceedings are fully resolved by ratification by the Board of a subsequent Consent Agreement or a final Board Order taking effect.
- c. Dr. Swick 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. Swick are unable to agree on the terms of a written Consent Agreement, then Dr. Swick further agrees to abide by any terms, conditions and limitations imposed by Board Order after a

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hearing conducted pursuant to Chapter 119. of the Ohio Revised Code. The Board shall provide notice to Dr. Swick that said hearing has been scheduled, advising Dr. Swick 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/restoration of Dr. Swick'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/restoration or with conditions imposed by Board Order after a hearing conducted pursuant to Chapter 119. of the Revised Code.

16. In the event that Dr. Swick 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/restoration, the Board may exercise its discretion under Section 4731.222, Ohio Revised Code, to require additional evidence of Dr. Swick's fitness to resume practice.

REQUIRED REPORTING BY LICENSEE

17. Within thirty days of the effective date of this Consent Agreement, Dr. Swick 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. Swick 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. Swick 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. Swick shall provide a copy of this Consent Agreement to the Ohio Department of Public Safety, Division of Emergency Medical Services. Further, within thirty days of the date of each such notification, Dr. Swick shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
18. Within thirty days of the effective date of this Consent Agreement, Dr. Swick shall provide a copy of this Consent Agreement by certified mail to the proper licensing authority of any state or jurisdiction in which he currently holds any professional license, as well as any federal agency or entity, including but not limited to the Drug Enforcement Agency, through which he currently holds any license or certificate. Dr. Swick further agrees to provide a copy of this Consent Agreement by certified mail at time of application to the proper licensing authority of any state in which he applies for any professional license or reinstatement of any professional license. Additionally, within thirty days of the effective date of this Consent Agreement, Dr. Swick shall provide a copy of this Consent Agreement to any specialty or subspecialty board of the American Board of Medical Specialties or the American Osteopathic Association Bureau of Osteopathic Specialists under which he currently holds or has previously held

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certification. Further, within thirty days of the date of each such notification, Dr. Swick shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.

19. Dr. Swick shall promptly provide a copy of this Consent Agreement to all persons and entities that provide Dr. Swick chemical dependency treatment or monitoring. Further, within thirty days of the date of each such notification, Dr. Swick shall provide documentation acceptable to the Secretary and Supervising Member of the Board demonstrating that the required notification has occurred.
20. Dr. Swick shall notify the Board in writing of any change of principal practice address or residence address within thirty days of such change.

MONETARY FINE:

21. Within thirty days of the effective date of this Consent Agreement, Dr. Swick shall remit payment in full of a monetary fine of \$4,000 thousand dollars. Such payment shall be made in full via credit card in the manner specified by the Board through its online portal, or by other manner as specified by the Board. Further, Dr. Swick acknowledges and agrees that his failure to timely remit full payment shall constitute a violation of this agreement and agrees to pay all reasonable costs associated with the collection of any payment.

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. Swick, including but not limited to issuance of a Notice of Opportunity for Hearing, this Consent Agreement shall continue in full force and effect until such time that it is superseded by ratification by the Board of a subsequent Consent Agreement or upon this Consent Agreement being superseded by a subsequent final Board Order taking effect.

Further, in the event that Dr. Swick's certificate to practice is not reinstated/restored within five years of the effective date of this Consent Agreement, this agreement shall remain in effect but the provisions set forth within the "General Probationary Requirements" and the "Required Reporting by Licensee" sections, above, shall automatically terminate at that time.

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. Swick and the Board agree 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. Swick 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.

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ACKNOWLEDGMENTS/LIABILITY RELEASE

By executing his signature on this Consent Agreement, Dr. Swick agrees that in the event the Board, in its discretion, does not ratify this Consent Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. Dr. Swick and the Board further agree that if this Consent Agreement is not approved, it shall not constitute an admission against interest in this proceeding and shall not prejudice the ability of the Board to adjudicate this matter.

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

Dr. Swick 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.

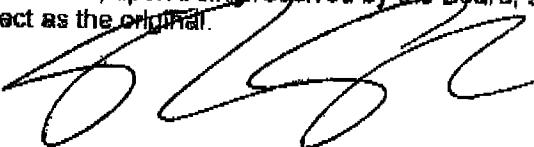
Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedure Act, Chapter 119., Ohio Revised Code.

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

EFFECTIVE DATE

It is expressly understood that this Consent Agreement is subject to ratification by the Board prior to signature by the Secretary and Supervising Member and shall become effective upon the last date of signature below. Further, Dr. Swick specifically acknowledges that the electronic transmission of a scanned or photostatic copy of any executed signature to this Consent Agreement, upon being received by the Board, shall be deemed to have the full legal force and effect as the original.


SHAWN M. SWICK, M.D.

12/4/18
DATE


KIM G. ROTHERMEL, M.D.

Secretary

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DATE

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

12-12-18
DATE



MARCIE PASTRICK
Enforcement Attorney

Dec 5, 2018
DATE