

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>)	FIRST AMENDMENT TO THE
)	CONSENT AGREEMENT FOR
Christine M. Mellon, M.D.)	CONDITIONAL LICENSURE
)	

This document is a First Amendment to the Consent Agreement for Conditional Licensure (“Consent Agreement”) effective February 12, 2013, which granted a conditional license to practice medicine in the State of Maine to Christine M. Mellon, M.D. The parties to this First Amendment of that Consent Agreement are: Christine M. Mellon, M.D. (“Dr. Mellon”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (the “Attorney General”). This First Amendment to Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On February 12, 2013, the parties entered into a Consent Agreement for Conditional Licensure (“Consent Agreement”), which granted a conditional license to practice medicine in the State of Maine to Christine M. Mellon, M.D. Paragraph 6(b) required Dr. Mellon to enroll in and successfully participate in the Medical Professionals Health Program (“MPHP”), including undergoing monitoring for her use of Prohibited Substances. Paragraph 6(f) required that the Board convert Dr. Mellon’s Maine medical license to “inactive” status in the event that she did not return to the active practice of medicine within six (6) months following the execution of the Consent Agreement.

2. On August 12, 2013, in accordance with paragraph 6(f) of the Consent Agreement, the Board converted Dr. Mellon’s Maine medical license to “inactive” status

as she had not returned to the active practice of medicine.

3. On December 30, 2013, the Board received correspondence from Dr. Mellon requesting to amend the Consent Agreement by deleting the requirement that she successfully participate in the MPHP. In support of this request, Dr. Mellon indicated that she had been successfully participating in the MPHP for eighteen (18) months.

4. On January 14, 2014, the Board reviewed Dr. Mellon's request, including her compliance with the Consent Agreement and the conversion of her Maine medical license to "inactive" status. Following its review, the Board voted to grant Dr. Mellon's request with the condition that she re-enroll and successfully participate in the MPHP upon her return to the active practice of medicine.

AMENDMENT

5. Dr. Mellon, the Board, and the Office of Attorney General hereby agree to amend the Consent Agreement dated February 12, 2013, by amending paragraph 6(b) to read as follows:

b. Enrollment and Successful Participation in the Maine Medical Professionals Health Program. **Upon her return to the active practice of medicine, Dr. Mellon shall immediately enroll in and fully and successfully participate in the Maine Medical Professionals Health Program (MPHP) pursuant to a written contract approved by the Board and shall provide the Board with documentation of her enrollment in and successful participation in the MPHP.** Dr. Mellon understands and agrees that her written contract with the MPHP must be approved by the Board, and that any changes to her written contract with the MPHP must be approved by the Board. In complying with this provision, Dr. Mellon specifically and explicitly waives vis a vis the Board, the Board staff, and the Department of Attorney General any claims of confidentiality regarding: (i) the written contract with the MPHP; (ii) any and all records pertaining to her compliance with her contract with the MPHP; and (iii) any records, including but not limited to substance abuse treatment records and laboratory reports, in the possession of the MPHP regarding Dr. Mellon. The MPHP contract must include a condition that Dr. Mellon submit to testing or monitoring for the presence of any Prohibited Substances as defined under this Consent Agreement. In complying with this testing or monitoring provision, Dr.

Mellon agrees to the following:

(i) Immediate, Indefinite, Automatic Suspension for Failure To Successfully Participate in the MPHP. Dr. Mellon's failure to enroll in and successfully participate in the MPHP shall result in the immediate, indefinite, automatic suspension of her Maine medical license, which shall continue until the Board holds a hearing on the matter. At hearing, the Board shall make a determination about whether or not Dr. Mellon has enrolled and successfully participated in the MPHP. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means.

(ii) Testing/Monitoring. Dr. Mellon shall undergo such testing of the type (including but not limited to urine, blood, hair or fingernail analysis) as determined by the MPHP¹ and as frequently and for the duration agreed to in the written contract with the MPHP. Failure to undergo such testing as required by the written contract with the MPHP shall constitute a violation of this Consent Agreement, which shall be immediately reported to the Board within 24 hours by the MPHP, and grounds for the immediate suspension of Dr. Mellon's Maine medical license pending hearing. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of a failure to undergo testing has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means.

(iii) Immediate Report of Positive Test Results. Any test result which indicates any level of a prohibited substance shall be immediately reported by Dr. Mellon and the MPHP to the Board in writing within 24 hours after Dr. Mellon and the MPHP receive notice of the positive test. Dr. Mellon understands that MPHP has a separate duty to report such a positive to the Board pursuant to existing protocols. By way of clarification, immediate reports will not be required if the tests show a positive result for a mood or mind altering drug that is known to the Board and MPHP to be a drug prescribed by Dr. Mellon's treatment provider for a medical condition and the levels appear consistent with the quantity and dosage prescribed.

¹ The MPHP contract may include a condition that Dr. Mellon submit to different types of testing.

(iv) Retention of Reports. During the term of this Consent Agreement, all original laboratory data and test reports shall be retained by the MPHP until instructed otherwise by the Board.

(v) Rebuttable Presumption and Admission into Evidence of Test Results. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Mellon. Such a positive test result shall alone, including but not limited to any test result showing the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, be sufficient to prove the use of the Prohibited Substance by Dr. Mellon. Dr. Mellon further agrees that the result of the test shall be admitted into evidence in any proceeding regarding her Maine medical license, whether before the Board or before a Court of competent jurisdiction.

(vi) Accidental Ingestion/Exposure Not a Defense. Dr. Mellon is hereby advised and agrees that the ingestion of poppy seeds, mouthwash and over the counter cough or cold medicines or remedies has from time to time been raised as a defense to a positive screen result for morphine, opiates and/or alcohol. For that reason, Dr. Mellon agrees to refrain from ingesting poppy seeds in any food substances, mouthwash and over the counter cough or cold medicines or remedies as a condition of this Consent Agreement. In the event that Dr. Mellon has a positive screen for morphine, opiates and/or alcohol, Dr. Mellon agrees that the ingestion of poppy seeds and/or mouthwash and/or over the counter cough or cold medicines shall not constitute a defense to such a positive screen. In addition, Dr. Mellon is hereby advised that the use of alcohol-based hand sanitizers has from time to time been raised as a defense to a positive screen result for alcohol. For that reason, Dr. Mellon agrees to refrain from using alcohol-based hand sanitizers as a condition of this Consent Agreement, and further agrees that in the event of a positive screen for alcohol that the use of an alcohol-based hand sanitizer shall not constitute a defense to such a positive screen.

(vii) Immediate, Indefinite, Automatic Suspension for Positive Test. If any urine or blood test is positive (i.e., in any manner evidences any use of any Prohibited Substance – including a positive result for the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, then the result shall be the immediate, indefinite, automatic suspension of Dr. Mellon's Maine medical license, which shall continue until the Board holds a hearing on the matter, unless the Board, or the Board Executive Secretary and the Board's assigned Assistant Attorney General, earlier determine

that the report is without merit. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means.

(viii) Board Hearing to Determine if Dr. Mellon Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Mellon of any Prohibited Substance, the Board shall investigate the situation, including demanding a response from Dr. Mellon. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Mellon and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

(ix) Release. Dr. Mellon agrees that by executing this Consent Agreement he waives any and all objections to the Board, Board staff, and the Board's assigned Assistant Attorney General having direct contact with the MPHP, including:

- (a) communicating directly with the MPHP regarding her compliance with that program;
- (b) requesting and obtaining copies of any and all documentation regarding her participation in the MPHP, including any and all medical records, evaluations, and reports of monitors and treatment providers;
- (c) physically inspecting the MPHP files regarding Dr. Mellon's compliance with the MPHP contract.

6. Dr. Mellon acknowledges by her signature hereto that all other terms and conditions of the Consent Agreement effective February 12, 2013, except those as amended by this First Amendment to the Consent Agreement, remain in full force and effect.

7. Dr. Mellon acknowledges by her signature hereto that she has read this First Amendment to the Consent Agreement, that she has had an opportunity to consult with an attorney before executing this First Amendment, that she executed this First

Amendment of her own free will and that she agrees to abide by all terms and conditions set forth herein.

I, CHRISTINE M. MELLON, M.D., HAVE READ AND UNDERSTAND THE FOREGOING FIRST AMENDMENT TO CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FIRST AMENDMENT, TOGETHER WITH THE CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 2/16/14

Christine M. Mellon
CHRISTINE M. MELLON, M.D.

STATE OF MAINE
Knox, SS. (County)

Before me this 6th day of February, 2014, personally appeared Christine M. Mellon, M.D., who after first being duly sworn, signed the foregoing First Amendment to the Consent Agreement in my presence or affirmed that the signature above is her own.

BRANDY E. PERKINS
Notary Public • State of Maine
My Commission Expires June 9, 2018

Brandy E. Perkins
Notary Public/Attorney at Law
My commission expires: June 9, 2018

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

DATED: 2/11/14

Maroulla S. Gleaton
MAROULLA S. GLEATON, M.D.,
Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED:

2/11/14



DENNIS E. SMITH
Assistant Attorney General

Effective Date:

2/11/14

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>)	CONSENT AGREEMENT FOR
Christine M. Mellon, M.D.)	CONDITIONAL LICENSURE
Application for Medical Licensure)	
)	

INTRODUCTION

This document is a Consent Agreement For Conditional Licensure, which grants a conditional license to practice medicine in the State of Maine to Christine M. Mellon, M.D. The parties to this Consent Agreement For Conditional Licensure are: Christine M. Mellon, M.D. (“Dr. Mellon”), the State of Maine Board of Licensure in Medicine (“the Board”), and the Office of the Attorney General (“the Attorney General”). This Consent Agreement is entered into pursuant to 32 M.R.S.A. § 1077 and 10 M.R.S.A. § 8003(5).

FACTS

1. The Board received an application from Dr. Mellon for a permanent Maine medical license on April 10, 2012. Dr. Mellon specializes in OB/GYN.
2. On her application for licensure, Dr. Mellon indicated that within the past five (5) years she had been dependent upon alcohol or undergone treatment for such dependence. The Board subsequently received information from the Maine Medical Professionals Health Program (MPHP) that Dr. Mellon had entered into a monitoring contract with the MPHP.
3. On November 13, 2012, the Board reviewed Dr. Mellon’s application, which included information that she had not been actively practicing medicine since 2009 as well as a recent psychological evaluation. Following its review, the Board voted to grant Dr. Mellon a Maine medical license subject to conditions.

4. Pursuant to Title 32 Chapter 48 the Legislature endowed the Board with the power and duty to regulate the practice of physicians and physician assistants licensed by the Board, including setting standards of practice and investigating complaints. Pursuant to 10 M.R.S. § 8008 the Legislature provided that the sole purpose of the Board is to “protect the public health and welfare” and that “other goals or objectives may not supersede this purpose.”

5. In light of Dr. Mellon’s prior conduct and the documentation of her efforts at rehabilitation and abstinence, and in light of the Board’s duty to protect the public, the parties agree to enter in to this Consent Agreement For Conditional Licensure pursuant to the terms and conditions identified below.

COVENANTS

6. The Board agrees to issue and Dr. Mellon agrees to accept a Maine medical license pursuant to this Consent Agreement for Conditional Licensure, which shall become effective upon the execution¹ of this document. Until this Consent Agreement is modified or rescinded in writing by all of the parties hereto, Dr. Mellon’s license to practice as a physician shall be subject to the following conditions:

a. Abstinence. Dr. Mellon shall totally refrain from the use or possession of any and all Prohibited Substances except drugs that are dispensed or prescribed by a single primary care physician or drugs that are dispensed or prescribed under circumstances that constitute a genuine medical or surgical emergency. “Prohibited Substances” as used throughout this Consent Agreement shall mean all controlled substances (i.e. benzodiazepines; sedatives; hypnotics or similar drugs; opiates; cocaine), alcohol, and all mood and/or consciousness or mind-altering substances, whether illicit or not. In the event that the Board or Board staff receives a report of use or possession of any Prohibited Substance by Dr. Mellon, it shall result in the immediate suspension of her Maine medical license, which shall continue to be suspended until the Board holds a hearing on the matter.

¹ The term “execution” means the date on which the final signature is affixed to this Consent Agreement.

b. Enrollment and Successful Participation in the Maine Medical Professionals Health Program. Dr. Mellon shall enroll in and fully and successfully participate in the Maine Medical Professionals Health Program (MPHP) pursuant to a written contract approved by the Board. **No later than January 18, 2013**, Dr. Mellon shall provide the Board with documentation of her enrollment in and successful participation in the MPHP. Dr. Mellon understands and agrees that her written contract with the MPHP must be approved by the Board, and that any changes to her written contract with the MPHP must be approved by the Board. In complying with this provision, Dr. Mellon specifically and explicitly waives vis a vis the Board, the Board staff, and the Department of Attorney General any claims of confidentiality regarding: (i) the written contract with the MPHP; (ii) any and all records pertaining to her compliance with her contract with the MPHP; and (iii) any records, including but not limited to substance abuse treatment records and laboratory reports, in the possession of the MPHP regarding Dr. Mellon. The MPHP contract must include a condition that Dr. Mellon submit to testing or monitoring for the presence of any Prohibited Substances as defined under this Consent Agreement. In complying with this testing or monitoring provision, Dr. Mellon agrees to the following:

(i) Immediate, Indefinite, Automatic Suspension for Failure

To Successfully Participate in the MPHP. Dr. Mellon's failure to enroll in and/or successfully participate in the MPHP shall result in the immediate, indefinite, automatic suspension of her Maine medical license, which shall continue until the Board holds a hearing on the matter. At hearing, the Board shall make a determination about whether or not Dr. Mellon has enrolled and successfully participated in the MPHP. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means.

(ii) Testing/Monitoring. Dr. Mellon shall undergo such testing of the type (including but not limited to urine, blood, hair or fingernail analysis) as determined by the MPHP² and as frequently and for the duration agreed to in the written contract with the MPHP. Failure to undergo such testing as required by the written contract with the MPHP shall constitute a violation of this Consent Agreement, which shall be immediately reported to the Board within 24 hours by the MPHP, and grounds for the immediate suspension of Dr. Mellon's Maine medical license pending hearing. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of a failure to undergo testing has been made. Actual notice can be provided by telephone, in person, in

² The MPHP contract may include a condition that Dr. Mellon submit to different types of testing.

writing, by another means or any combination of the above-referenced means.

(iii) Immediate Report of Positive Test Results. Any test result which indicates any level of a prohibited substance shall be immediately reported by Dr. Mellon and the MPHP to the Board in writing within 24 hours after Dr. Mellon and the MPHP receive notice of the positive test. Dr. Mellon understands that MPHP has a separate duty to report such a positive to the Board pursuant to existing protocols. By way of clarification, immediate reports will not be required if the tests show a positive result for a mood or mind altering drug that is known to the Board and MPHP to be a drug prescribed by Dr. Mellon's treatment provider for a medical condition and the levels appear consistent with the quantity and dosage prescribed.

(iv) Retention of Reports. During the term of this Consent Agreement, all original laboratory data and test reports shall be retained by the MPHP until instructed otherwise by the Board.

(v) Rebuttable Presumption and Admission into Evidence of Test Results. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Mellon. Such a positive test result shall alone, including but not limited to any test result showing the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, be sufficient to prove the use of the Prohibited Substance by Dr. Mellon. Dr. Mellon further agrees that the result of the test shall be admitted into evidence in any proceeding regarding her Maine medical license, whether before the Board or before a Court of competent jurisdiction.

(vi) Accidental Ingestion/Exposure Not a Defense. Dr. Mellon is hereby advised and agrees that the ingestion of poppy seeds, mouthwash and over the counter cough or cold medicines or remedies has from time to time been raised as a defense to a positive screen result for morphine, opiates and/or alcohol. For that reason, Dr. Mellon agrees to refrain from ingesting poppy seeds in any food substances, mouthwash and over the counter cough or cold medicines or remedies as a condition of this Consent Agreement. In the event that Dr. Mellon has a positive screen for morphine, opiates and/or alcohol, Dr. Mellon agrees that the ingestion of poppy seeds and/or mouthwash and/or over the counter cough or cold medicines shall not constitute a defense to such a positive screen. In addition, Dr. Mellon is hereby advised that the use of alcohol-based hand sanitizers has from time to time been raised as a defense to a positive screen result for alcohol. For that reason, Dr. Mellon agrees to refrain

from using alcohol-based hand sanitizers as a condition of this Consent Agreement, and further agrees that in the event of a positive screen for alcohol that the use of an alcohol-based hand sanitizer shall not constitute a defense to such a positive screen.

(vii) Immediate, Indefinite, Automatic Suspension for Positive Test. If any urine or blood test is positive (i.e., in any manner evidences any use of any Prohibited Substance – including a positive result for the presence of ethyl glucuronide, ethyl sulfate, or phosphatidyl ethanol, then the result shall be the immediate, indefinite, automatic suspension of Dr. Mellon's Maine medical license, which shall continue until the Board holds a hearing on the matter, unless the Board, or the Board Executive Secretary and the Board's assigned Assistant Attorney General, earlier determine that the report is without merit. The suspension shall become effective at the time that Dr. Mellon receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means.

(viii) Board Hearing to Determine if Dr. Mellon Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Mellon of any Prohibited Substance, the Board shall investigate the situation, including demanding a response from Dr. Mellon. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Mellon and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

(ix) Release. Dr. Mellon agrees that by executing this Consent Agreement he waives any and all objections to the Board, Board staff, and the Board's assigned Assistant Attorney General having direct contact with the MPHP, including:

- (a) communicating directly with the MPHP regarding her compliance with that program;
- (b) requesting and obtaining copies of any and all documentation regarding her participation in the MPHP, including any and all medical records, evaluations, and reports of monitors and treatment providers;
- (c) physically inspecting the MPHP files regarding Dr. Mellon's compliance with the MPHP contract.

c. Mental Health Counseling and Therapy. Prior to returning to the active practice of medicine, Dr. Mellon shall submit for Board approval the name of a licensed mental health care provider with whom Dr. Mellon shall engage in treatment and psychotherapy. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care physician/medical provider proposed by Dr. Mellon. Dr. Mellon acknowledges that any decision by the Board concerning this issue is not appealable.

d. Waiver of Confidentiality and Release of Records. Dr. Mellon agrees and understands that for the duration of this Consent Agreement the Board and the Department of Attorney General shall have complete access to her present and future personal medical, psychotherapy and counseling records, including: records regarding chemical dependency; recording regarding mental health issues; and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Mellon for substance abuse and/or mental health issues either within or outside of the MPHP. Dr. Mellon waives any privileges concerning such information, reports, or records, and agrees to execute any and all releases necessary to permit the Board or the Department of Attorney General access to such information. All releases must, in addition to waiving any relevant State law privileges or immunities, provide the Board and the Department of Attorney General with access to all material covered by 42 C.F.R., Part 2. In the event that the releases are not sufficient to obtain access to any information which the Board considers relevant, Dr. Mellon agrees to personally obtain such information and furnish it to the Board, to the extent permitted by law.

e. Professional Management. Dr. Mellon agrees to comply with the following conditions regarding her active practice of medicine:

i. Board-Approved Physician Monitor. Prior to her return to the active practice of medicine, Dr. Mellon must have a Board-approved practice monitor who shall monitor her medical practice. In complying with this requirement, Dr. Mellon shall submit to the Board for its approval the names of a proposed primary practice monitor and a secondary practice monitor, whom the Board has the sole discretion to approve or deny. The monitoring physician(s) must be in direct contact with Dr. Mellon and observe her within her medical practice at least three (3) times a week, and inform the Board if Dr. Mellon demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate, absenteeism, substance abuse, incompetence, unprofessionalism or any other concerns. The monitoring physician(s) shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. In addition, Dr. Mellon and her monitoring physician(s) shall engage in a case discussion regarding each patient consult within 48 hours of the date on which the patient is seen by Dr. Mellon. Dr. Mellon understands that the monitoring physician(s) will be (an) agent(s) of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Mellon shall permit

the monitoring physician(s) full access to her medical practice, including but not limited to all patient information. The Board-approved monitor(s) shall provide the Board with reports regarding Dr. Mellon's medical practice every calendar month following the execution of this Consent Agreement. Dr. Mellon shall not actively practice medicine until the Board has approved a physician monitor(s) pursuant to this provision. After one (1) year of successful medical practice under this monitoring, Dr. Mellon may request that the Board amend or delete this condition of this Consent Agreement. The Board has the sole discretion to grant or deny a request to amend or delete this condition.

ii. Maximum work hours per week. Dr. Mellon agrees that she will work no more than forty (40) hours per week, including "on call" hours. After one (1) year of successful medical practice under this monitoring, Dr. Mellon may request that the Board amend or delete this condition of this Consent Agreement. The Board has the sole discretion to grant or deny a request to amend or delete this condition.

iii. Obstetrical/Surgical Procedures. Dr. Mellon agrees that she shall ensure that she has immediate access to her board-approved primary or secondary practice monitor during all obstetrical or surgical procedures. After one (1) year of successful medical practice under this monitoring, Dr. Mellon may request that the Board amend or delete this condition of this Consent Agreement. The Board has the sole discretion to grant or deny a request to amend or delete this condition.

f. Automatic Conversion to Inactive Medical License. Dr. Mellon understands and agrees that in the event she does not return to the active practice of medicine pursuant to the terms and conditions of this Consent Agreement within six (6) months following its execution, the Board shall automatically and without hearing convert her active and conditioned Maine medical license to "inactive" status. Dr. Mellon understands and agrees that such action will not be subject to appeal and is based upon her absence from active medical practice since 2009. Dr. Mellon understands and agrees that should her Maine medical license be converted to "inactive" status pursuant to this provision, that she would bear the burden of demonstrating current clinical competence to the Board in order to have her license status changed back to "active" status in accordance with Board Rule, Chapter 1, Section 3.

g. Notification to Medical Employer(s)/Potential Medical Employers/Licensing Jurisdictions. Dr. Mellon shall provide a copy of this Consent Agreement to any medical employers or potential medical employers, and to any jurisdiction in which he holds or seeks a medical license.

h. Notification of Change of Address/Contact Information. Dr. Mellon shall within ten (10) days following the execution of this Consent Agreement provide the Board staff with an address, telephone number and e-mail address by which the Board staff may contact him regarding this Consent Agreement. In addition, Dr. Mellon shall provide the Board staff with any changes regarding her address, telephone number and e-mail address within ten (10) days of any such change(s).

7. Violation of any of the terms or conditions of this Consent Agreement by Dr. Mellon shall constitute grounds for discipline, including but not limited to modification, suspension, or revocation of licensure or the denial of re-licensure.

8. Pursuant to 10 M.R.S. § 8003(5)(B) the Board and Dr. Mellon agree that the Board has the authority to issue an order, following hearing, imposing discipline upon her Maine medical license, including but not limited to modifying or revoking her Maine medical license in the event that she fails to comply with any of the terms or conditions of this Consent Agreement.

9. Dr. Mellon waives her right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Dr. Mellon agrees that this Consent Agreement is a final order. This Consent Agreement is not appealable and is effective until modified or rescinded by the parties hereto. This Consent Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Dr. Mellon may file a written request, together with any supporting documentation to modify the terms and conditions of this Consent Agreement. The Board retains the sole discretion to: (a) deny Dr. Mellon's request; (b) grant Dr. Mellon's request; and/or (c) grant Dr. Mellon's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Mellon's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

10. The Board and the Attorney General may communicate and cooperate regarding Dr. Mellon's practice or any other matter relating to this Consent Agreement.

11. This Consent Agreement is a public record within the meaning of 1 M.R.S. § 402 and will be available for inspection and copying by the public pursuant to 1 M.R.S. § 408.

12. This Consent Agreement constitutes adverse action and may be reportable to the National Practitioner Data Bank (NPDB) and the Healthcare Integrity and Protection Data Bank (HIPDB).

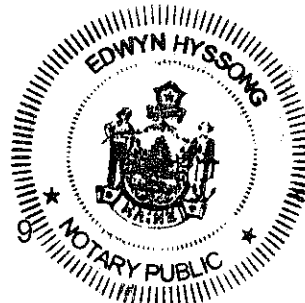
13. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto.

14. Dr. Mellon acknowledges by her signature hereto that she has read this Consent Agreement, that she has had an opportunity to consult with an attorney before executing this Consent Agreement, that she executed this Consent Agreement of her own free will and that she agrees to abide by all terms and conditions set forth herein.

I, CHRISTINE M. MELLON, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT FOR CONDITIONAL LICENSURE AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS CONSENT AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I SIGN THIS CONSENT AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

DATED: 1/15/13

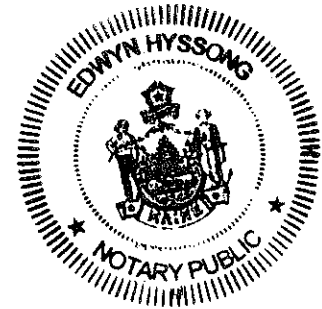
Christine Mellon M.D.
CHRISTINE M. MELLON, M.D.



Edwyn Hyssong
EDWYN HYSSONG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
FEBRUARY 09, 2014

STATE OF Maine

County of Knox, S.S.



Personally appeared before me the above-named Christine M. Mellon, M.D., and swore to the truth of the foregoing based upon her own personal knowledge, or upon information and belief, and so far as upon information and belief, she believes it to be true.

DATED: 1/15/2013

Edwyn Hyssong
NOTARY PUBLIC/ATTORNEY
MY COMMISSION ENDS:

EDWYN HYSSONG
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES
FEBRUARY 09, 2014

DATED: 2/10/13

Gary R. Hatfield
GARY R. HATFIELD, Chairman
Maine Board of Licensure in Medicine

DATED: 2/12/13

Dennis E. Smith
DENNIS E. SMITH
Assistant Attorney General

Effective Date: 2/12/13