

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

IN RE: )  
 )  
DOUGLAS C. MCCULLOM, D.O. ) ORDER OF REVOCATION  
 )  
INV11-03 )

The State of Maine Board of Osteopathic Licensure (“the Board”) issues this Order of Revocation under the authority of 5 M.R.S. § 10004(1), 5 M.R.S. §§ 5301(2), 5302, 10 M.R.S. § 8003(5)(A-1)(2-A), and 32 M.R.S. § 2591-A(2)(G), revoking the osteopathic physician license of Douglas C. McCullom, D.O. (“Dr. McCullom”). The Board met on May 9, 2013, and June 13, 2013, and following deliberations on this matter approved the adoption of this ORDER OF REVOCATION by a vote of 6 for and 0 against with the case reporter recused.

STATUTORY AUTHORITY

1. Pursuant to 5 M.R.S. § 10004(1), an agency may revoke, suspend, or refuse to renew any license without holding a hearing in conformity with subchapters IV or VI of the Maine Administrative Procedure Act, if the decision to take that action rests solely upon a finding or conviction in court of any violation which by statute is expressly made grounds for revocation.
2. Pursuant to 5 M.R.S. § 5302(1), a licensing agency may refuse to grant or renew, or may suspend, revoke or take other disciplinary action against any occupational license on the basis of criminal history record information relating to convictions denominated in 5 M.R.S. § 5301(2), but only if the licensing agency determines that the licensee so convicted has not been sufficiently rehabilitated to warrant the public trust, for which the licensee has the burden of proving that there exists sufficient rehabilitation to warrant the public trust.
3. Pursuant to 5 M.R.S. § 5301(2) the following types of convictions are denominated as bases for a licensing agency to revoke a license:
  - a. Convictions that involve dishonesty or false statement;
  - b. Convictions that relate directly to the licensed occupation;
  - c. Convictions for which incarceration for one year or more may be imposed;  
and

d. Convictions that involve sexual misconduct by a licensee of the Board.

4. Pursuant to 32 M.R.S. § 2591-A(2), the Board may suspend or revoke a license pursuant to 5 M.R.S. § 10004, and may also refuse to issue, modify, restrict, suspend, revoke or refuse to renew a license, among other grounds, for conviction of a crime that involves dishonesty or false statement, or that relates directly to the practice for which the licensee is licensed, or conviction of a crime for which incarceration for one year or more may be imposed.

#### FINDINGS

5. Dr. McCullom is licensed by the Board as an osteopathic physician, license no. DO1240.

6. On or about April 23, 2012, Dr. McCullom filed a license renewal application which has not been finally determined by the Board.

7. On or about November 19, 2012, a Plea Agreement was filed in a criminal action in the United States District Court for the District of New Hampshire. Pursuant to that Plea Agreement, Douglas McCullom pleaded guilty to a one count Information charging him with Fraudulently Obtaining Controlled Substances in violation of 21 U.S.C. § 843(a)(3) and 18 U.S.C. § 2, an offense punishable by a maximum prison term of four (4) years.

8. The Plea Agreement provided the following factual basis for the charge that the defendant stipulated would have been proven by the government beyond a reasonable doubt had the matter proceeded to trial:

At all relevant times, ... Douglas McCullom, was a doctor of osteopathic medicine, who was licensed to practice medicine in Maine and who resided in East Wakefield, New Hampshire. In 2010, the defendant was employed as a physician for the Department of Veterans Affairs (VA) in New Hampshire. Although not licensed to practice in New Hampshire, McCullom was permitted to practice medicine at the VA. His DEA registration only permitted him to write controlled substance prescriptions in conjunction with his employment at federal or state institutions.

Under VA policies, a physician who prescribes controlled substances to a patient must document the prescriptions that are being issued to the patient. Additionally, the VA requires certain patients who are being treated for pain to enter pain management agreements, which set forth limitations on the issuance of narcotics....

In September of 2008, McCullom first treated patient GM for a variety of medical problems. McCullom and GM signed a pain management agreement. McCullom prescribed OxyContin and oxycodone for GM from 2008 to January 2011. Beginning in approximately June of 2010 and continuing through approximately January of 2011, McCullom issued GM prescriptions for OxyContin and oxycodone, Schedule II controlled substances, that were not filled through the VA pharmacy and not noted in GM's medical records. Rather the prescriptions were filled by GM at private pharmacies in New Hampshire... GM was qualified to obtain free prescriptions through the VA system .... Although McCullom routinely documented all of GM's other prescriptions in the VA medical records, he did not document these private pay controlled substance prescriptions from June of 2010 through January of 2011 in the VA's medical record system and explicitly stated in GM's medical record that all non-VA medications were entered into the VA's electronic medical record system.

McCullom was placed on worker's compensation leave by the VA in October 2010. Despite being placed on leave, he continued to issue prescriptions for OxyContin and oxycodone to GM that were filled outside the VA system and which were not documented in the VA's medical record system.

In total, McCullom issued approximately 17 different controlled substances prescriptions to GM that were filled outside the VA system and not documented in the VA medical records. This allowed GM to obtain approximately 68,760 milligrams of these controlled substances in addition to the approximately 82,800 milligrams of these controlled substances that were obtained from the VA pharmacy and documented in GM's VA medical record during this time period.

Patient GM would testify that he had a personal friendship with McCullom and that McCullom provided him with VA prescriptions for controlled substances, as well as private prescriptions on multiple occasions. Sometimes, McCullom provided prescriptions to GM at GM's residence or at McCullom's residence. GM would also testify that McCullom abused controlled substances. He would further testify that on approximately six occasions he provided quantities of OxyContin or oxycodone pills to McCullom and that he never gave McCullom more than ten pills at once on any of those occasions. GM also would testify that he and McCullom would use coded language when discussing their arrangement so that others would not be aware of it. GM would also testify that McCullom stopped prescribing additional controlled substances to him after McCullom became aware of an investigation by

the New Hampshire Board of medicine and that no other physician prescribed these additional quantities of controlled substances to him.

VA records show that GM obtained 90 80-milligram OxyContin pills and 240 15-milligram oxycodone pills on August 10, 2010. Just three days earlier, GM had obtained 90 30-milligram oxycodone pills at a Rite Aid in Lee, New Hampshire. These pills had been prescribed by McCullom and were not documented in the VA medical records.

Email traffic through the VA's email system between GM and McCullom confirm[ed] that McCullom was obtaining narcotics from GM and using coded language to discuss transactions. For example, on August 10, 2010, McCullom told GM "You can pick up meds at the window ..can you leave me seven gallons of 89 octane." Later, GM asked "Do u want me to leave gas in the garage?" Subsequently, GM said "Got the meds. Thank you! Didn't know u increased one of them! That helps out a lot! Stop by on the way home if u want. I will put the gas in the garage otherwise. If 20 gals isn't enough, let me know." If called to testify, GM would testify that the references to gas were coded references to controlled substances.

On June 1, 2011, DEA investigators interviewed McCullom. During the interview, McCullom acknowledged that he wrote controlled substances prescriptions for GM...that he did not document the private pay prescriptions in the VA medical records system, that he did not keep any records of GM's private pay prescriptions, and that GM would come to his house to obtain prescriptions....McCullom denied receiving any medication from GM....

9. Pursuant to the Plea Agreement, Dr. McCullom agreed that after sentencing, "he will voluntarily surrender his DEA registration and that he will never seek another DEA registration," and that he would "advise the Maine Board of Licensure in Medicine of his conviction...."

10. On April 15, 2013, the United States District Court for the District of New Hampshire entered the Judgment in a Criminal Case. The Court sentenced Douglas McCullom to probation for a term of three years with several conditions, including that he not illegally possess a controlled substance, and special conditions of supervision, including participation in mental health treatment and substance abuse programs. A copy of the Information, the Plea Agreement, and the Judgment in a Criminal case, are attached hereto as Attachments A, B, and C, respectively.

## CONCLUSIONS

11. Dr. McCullom's conviction for Fraudulently Obtaining Controlled Substances is a conviction that: a) involves dishonesty or false statement; b) relates directly to the practice of osteopathic medicine; and c) involves a crime for which incarceration for one year or more may be imposed. For each of these reasons, the conviction constitutes grounds for the revocation of Dr. McCullom's license.

12. Because on April 15, 2013, Dr. McCullom was sentenced and placed on probation for three years, and agreed to surrender his DEA registration, the Board determines that, at this time, Dr. McCullom has not been sufficiently rehabilitated to warrant the public trust and cannot meet his burden of proving otherwise.

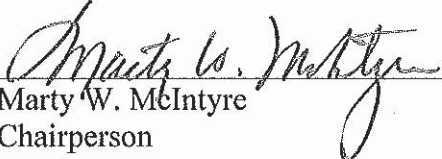
## ORDER

Based on the statutory authority, findings, and conclusions articulated above, the Board hereby REVOKES the osteopathic physician license of Dr. Douglas C. McCullom, D.O. based solely on his conviction for Fraudulently Obtaining Controlled Substances on April 15, 2013.

## APPEAL RIGHTS

Pursuant to the provisions of 10 M.R.S. § 8003(5) and 5 M.R.S. §§ 11002(3), any party that appeals this Order of Revocation must file a Petition for *de novo* judicial review in District Court within 30 days of receipt of this Order. The petition shall specify the person seeking review, the manner in which he or she is aggrieved and the final agency action which is to be reviewed. It shall also contain a concise statement as to the nature of the action or inaction to be reviewed, the grounds upon which relief is sought, and a demand for relief. Copies of the Petition for Review shall be served by Certified Mail, Return Receipt Requested, upon the Board of Osteopathic Licensure, all parties to the agency proceedings, and the Attorney General.

Dated: June 13, 2013

  
Marty W. McIntyre  
Chairperson  
Maine Board of Osteopathic Licensure

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

U.S. DISTRICT COURT  
DISTRICT OF N.H.  
FILED

2012 NOV 19 P 4: 21

UNITED STATES OF AMERICA )  
 )  
 v. )  
 )  
 DOUGLAS McCULLOM )

No. 1:12-cr-147-01-PB

INFORMATION

The United States Attorney charges:

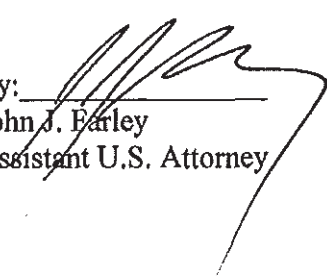
COUNT ONE

[Fraudulently Obtaining Controlled Substances - 21 U.S.C. § 843(a)(3)]

In or about August of 2010, at East Wakefield and elsewhere in the District of New Hampshire, the defendant, DOUGLAS McCULLOM, did knowingly and intentionally acquire and obtain possession of oxycodone, a Schedule II controlled substance, by misrepresentation, fraud, forgery, deception, and subterfuge.

All in violation of Title 21, United States Code, Section 843(a)(3) and Title 18, United States Code, Section 2.

JOHN P. KACAVAS  
UNITED STATES ATTORNEY

By:   
John J. Farley  
Assistant U.S. Attorney

DATED: November 19, 2012

U.S. DISTRICT COURT  
DISTRICT OF N.H.  
FILED

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE**

2012 NOV 19 P 4: 21

**UNITED STATES OF AMERICA**

v.

**DOUGLAS McCULLOM**

12-CR-147-01-PB

**PLEA AGREEMENT**

Pursuant to Rule 11(c)(1)(B) and Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the United States of America by its attorney, John P. Kacavas, the United States Attorney for the District of New Hampshire, and the defendant, Douglas McCullom, and the defendant's attorney, Ronald Schneider, Esq., enter into the following Plea Agreement:

**1. The Plea and The Offense.**

The defendant agrees to waive his right to have this matter presented to a grand jury and plead guilty to an Information charging him with obtaining controlled substances by fraud, in violation of 21 U.S.C. § 843(a)(3) and 18 U.S.C. § 2.

In exchange for the defendant's guilty plea, the United States agrees to the sentencing stipulations identified in paragraph 6 of this agreement.

**2. The Statute and Elements of the Offense.**

Title 21, United States Code, Section 843(a)(3) provides, in pertinent part:

It shall be unlawful for any person knowingly or intentionally . . . to acquire or obtain possession of a controlled substance by misrepresentation, fraud, forgery, deception, or subterfuge.

21 U.S.C. § 843(a)(3) (West 2011).

The defendant understands that the offense has the following elements, each of which the

United States would be required to prove beyond a reasonable doubt at trial:

First, that the defendant acted knowingly and intentionally;

Second, the defendant acquired or obtained possession of a controlled substance; and

Third, that the acquisition or obtaining of the controlled substance was affected by misrepresentation, fraud, forgery, deception or subterfuge.

21 U.S.C. § 843(a)(3).

Title 18, United States Code, Section 2 provides, in pertinent part:

Whoever . . . aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal.

18 U.S.C. § 2.

The defendant understands that in order to prove that the defendant aided and abetted an offense, the United States would be required to prove beyond a reasonable doubt at trial:

First, that someone else committed the charged crime; and

Second, the defendant willfully associated himself in some way with the crime and willfully participated in it as he would in something he wished to bring about.

Pattern Jury Instructions: First Circuit, Criminal Cases, Instructions 4.02 (1998).

### **3. Offense Conduct.**

The defendant stipulates and agrees that if this case proceeded to trial, the government would prove the following facts beyond a reasonable doubt:

At all relevant times, the defendant, Douglas McCullom, was a doctor of osteopathic medicine, who was licensed to practice medicine in Maine and who resided in East Wakefield, New Hampshire. In 2010, the defendant was employed as a physician for the Department of



Veterans Affairs (VA) in New Hampshire. Although not licensed to practice in New Hampshire, McCullom was permitted to practice medicine at the VA. His DEA registration only permitted him to write controlled substance prescriptions in conjunction with his employment at federal or state institutions.

Under VA policies, a physician who prescribes controlled substances to a patient must document the prescriptions that are being issued to the patient. Additionally, the VA requires certain patients who are being treated for pain to enter into pain management agreements, which set forth limitations on the issuance of narcotics. For example, the patients agree that they will not share, sell, or trade medication with anyone. The patients further agree that they will not obtain opioid prescriptions from any other doctor or provider. McCullom was familiar with pain management agreements and participated in a committee that reviewed the opioid prescribing practices of physicians at the VA.

In September of 2008, McCullom first treated patient GM for a variety of medical problems. McCullom and GM signed a pain management agreement. McCullom prescribed OxyContin and oxycodone for GM from 2008 to January of 2011. Beginning in approximately June of 2010 and continuing through approximately January of 2011, McCullom issued GM prescriptions for OxyContin and oxycodone, Schedule II controlled substances, that were not filled through the VA pharmacy and not noted in GM's medical records. Rather, the prescriptions were filled by GM at private pharmacies in New Hampshire, including Rite Aid and Walgreen's. Although GM was qualified to obtain free prescriptions through the VA system, GM used private insurance to pay for these private prescriptions. Although McCullom routinely documented all of GM's other prescriptions in the VA medical records, he did not document

these private pay controlled substance prescriptions issued from June of 2010 through January of 2011 in the VA's medical record system and explicitly stated in GM's medical record that all non-VA medications were entered into the VA's electronic medical record system.

McCullom was placed on worker's compensation leave by the VA in October of 2010. Despite being placed on leave, he continued to issue prescriptions for OxyContin and oxycodone to GM that were filled outside the VA system and which were not documented in the VA's medical record system.

In total, McCullom issued approximately 17 different controlled substance prescriptions to GM that were filled outside the VA system and not documented in the VA medical records. This allowed GM to obtain approximately 68,760 milligrams of these controlled substances in addition to the approximately 82,800 milligrams of these controlled substances that were obtained from the VA pharmacy and documented in GM's VA medical record during this time period.

If called to testify, patient GM would testify that he had a personal friendship with McCullom and that McCullom provided him with VA prescriptions for controlled substances, as well as private prescriptions on multiple occasions. Sometimes, McCullom provided prescriptions to GM at GM's residence or at McCullom's residence. GM also would testify that McCullom abused controlled substances. He would further testify that on approximately six occasions he provided quantities of OxyContin or oxycodone pills to McCullom and that he never gave McCullom more than ten pills at once on any of those occasions. GM also would testify that he and McCullom would use coded language when discussing their arrangement so that others would not become aware of it. GM would also testify that McCullom stopped

prescribing additional controlled substances to him after McCullom became aware of an investigation by the New Hampshire Board of Medicine and that no other physician prescribed these additional quantities of controlled substances to him.

VA records show that GM obtained 90 80-milligram OxyContin pills and 240 15-milligram oxycodone pills on August 10, 2010. Just three days earlier, GM had obtained 90 30-milligram oxycodone pills at a Rite Aid in Lee, New Hampshire. These pills had been prescribed by McCullom and were not documented in the VA medical records.

Email traffic through the VA's email system between GM and McCullom confirms that McCullom was obtaining narcotics from GM and using coded language to discuss the transactions. For example, on August 10, 2010, McCullom told GM "You can pick up meds at the window . . . can you leave me 7 gallons of 89 octane." Later, GM asked "Do u want me to leave gas in the garage?" Subsequently, GM said "Got the meds. Thank you! Didn't know u increased one of them! That helps out a lot! Stop by on the way home if u want. I will put the gas in the garage otherwise. If 20 gals isn't enough, let me know." If called to testify, GM would testify that the references to gas were coded references to controlled substances.

On June 1, 2011, DEA investigators interviewed McCullom. During the interview, McCullom acknowledged that he wrote controlled substances prescriptions for GM. He admitted that he did not document the private pay prescriptions in the VA medical records system, that he did not keep any records of GM's private pay prescriptions, and that GM would come to his house to obtain prescriptions. However, McCullom denied receiving any medication from GM.

Other VA physicians would testify that McCullom's practices of not documenting controlled substance prescriptions in the VA medical records or any other medical records,

continuing to write prescriptions for GM after being placed on leave, and obtaining controlled substances from a patient were inconsistent with VA policy. Moreover, they would testify that these prescriptions were not issued by a practitioner acting in the usual course of professional practice.

**4. Penalties, Special Assessment and Restitution.**

The defendant understands that the penalties for the offense are:

- A. A maximum prison term of four years;
- B. A maximum fine of \$250,000.00 (18 U.S.C. §3571); and
- C. A term of supervised release of not more than one year. The defendant understands that the defendant's failure to comply with any of the conditions of supervised release may result in revocation of supervised release, requiring the defendant to serve in prison all or part of the term of supervised release, with no credit for time already spent on supervised release (18 U.S.C. §3583).

The defendant also understands that he will be required to pay a special assessment of \$100 at or before the time of sentencing; and that the Court may order him to pay restitution to the victim of the offense, pursuant to 18 U.S.C. § 3663 or § 3663A.

**5. Sentencing and Application of the Sentencing Guidelines.**

The defendant understands that the Sentencing Reform Act of 1984 applies in this case and that the Court is required to consider the United States Sentencing Guidelines as advisory guidelines. The defendant further understands that he has no right to withdraw from this Plea Agreement if the applicable advisory guideline range or his sentence is other than he anticipated.

The defendant also understands that the United States and the United States Probation Office shall:

- A. Advise the Court of any additional, relevant facts that are presently known

or may subsequently come to their attention;

- B. Respond to questions from the Court;
- C. Correct any inaccuracies in the pre-sentence report;
- D. Respond to any statements made by him or his counsel to a probation officer or to the Court.

The defendant understands that the United States and the Probation Office may address the Court with respect to an appropriate sentence to be imposed in this case.

The defendant acknowledges that any estimate of the probable sentence or the probable sentencing range under the advisory Sentencing Guidelines that he may have received from any source is only a prediction and not a promise as to the actual sentencing range under the advisory Sentencing Guidelines that the Court will adopt.

**6. Sentencing Stipulations and Agreements.**

Pursuant to Fed. R. Crim. 11(c)(1)(C), the parties agree to the following specific offense characteristics under the advisory Sentencing Guidelines:

A. Pursuant to U.S.S.G § 2D2.2, the defendant's Base Offense Level is Eight (8).

B. Pursuant to U.S.S.G. § 3B1.3, the defendant's offense level should be increased by two (2) levels for use of a special skill (a physician's ability to write prescriptions).

The parties intend the above stipulations to be "binding" under Fed. R. Crim. P. 11(c)(1)(C). By using the word binding the parties mean that if the Court will not accept the plea agreement under Fed. R. Crim. P. 11(c)(3)(A), the plea agreement is null and void and the defendant will be allowed the opportunity to withdraw his guilty plea.

The United States agrees, pursuant to Rule 11(c)(1)(B), to recommend a sentence of probation. The United States agrees not to recommend a fine, provided that the defendant has satisfied his financial obligations under a separate civil settlement agreement related to violations of DEA regulations.

The parties are free to make recommendations with respect to fines, conditions of probation or supervised release, and any other penalties, requirements, and conditions of sentencing as each party may deem lawful and appropriate, unless such recommendations are inconsistent with the terms of this Plea Agreement.

The defendant agrees that after sentencing, he will voluntarily surrender his DEA registration and that he will never seek another DEA registration. He further agrees to advise the Maine Board of Licensure in Medicine of his conviction in case.

**7. Acceptance of Responsibility.**

The United States agrees that it will not oppose an appropriate reduction in the defendant's adjusted offense level, under the advisory Sentencing Guidelines, based upon the defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for the offense. The United States, however, may oppose any adjustment for acceptance of responsibility if the defendant:

- A. Fails to admit a complete factual basis for the plea at the time he is sentenced or at any other time;
- B. Challenges the United States' offer of proof at any time after the plea is entered;
- C. Denies involvement in the offense;
- D. Gives conflicting statements about that involvement or is untruthful with

the Court, the United States or the Probation Office;

- E. Fails to give complete and accurate information about his financial status to the Probation Office;
- F. Obstructs or attempts to obstruct justice, prior to sentencing;
- G. Has engaged in conduct prior to signing this Plea Agreement which reasonably could be viewed as obstruction or an attempt to obstruct justice, and has failed to fully disclose such conduct to the United States prior to signing this Plea Agreement;
- H. Fails to appear in court as required;
- I. After signing this Plea Agreement, engages in additional criminal conduct;  
or
- J. Attempts to withdraw his guilty plea.

The defendant understands and agrees that he may not withdraw his guilty plea if, for any of the reasons listed above, the United States does not recommend that he receive a reduction in his sentence for acceptance of responsibility.

The defendant also understands and agrees that the Court is not required to reduce the offense level if it finds that he has not accepted responsibility.

If the defendant's offense level is sixteen or greater, and he has assisted the United States in the investigation or prosecution of his own misconduct by timely notifying the United States of his intention to enter a plea of guilty, thereby permitting the United States to avoid preparing for trial and permitting the United States and the Court to allocate their resources efficiently, the United States will move, at or before sentencing, to decrease the defendant's base offense level by an additional one level pursuant to U.S.S.G. § 3E1.1(b).

**8. Waiver of Trial Rights and Consequences of Plea.**

The defendant understands that he has the right to be represented by an attorney at every stage of the proceeding and, if necessary, one will be appointed to represent him. The defendant also understands that he has the right:

- A. To plead not guilty or to maintain that plea if it has already been made;
- B. To be tried by a jury and, at that trial, to the assistance of counsel;
- C. To confront and cross-examine witnesses;
- D. Not to be compelled to provide testimony that may incriminate him; and
- E. To compulsory process for the attendance of witnesses to testify in his defense.

The defendant understands and agrees that by pleading guilty he waives and gives up the foregoing rights and that upon the Court's acceptance of the his guilty plea, he will not be entitled to a trial.

The defendant understands that if he pleads guilty, the Court may ask him questions about the offense, and if he answers those questions falsely under oath, on the record, and in the presence of counsel, his answers will be used against him in a prosecution for perjury or making false statements.

**9. Acknowledgment of Guilt; Voluntariness of Plea.**

The defendant understands and acknowledges that he:

- A. Is entering into this Plea Agreement and is pleading guilty freely and voluntarily because he is guilty;
- B. Is entering into this Plea Agreement without reliance upon any promise of benefit of any kind except as set forth in this Plea Agreement;



- C. Is entering into this Plea Agreement without threats, force, intimidation, or coercion;
- D. Understands the nature of the offense to which he is pleading guilty, including the penalties provided by law; and
- E. Is completely satisfied with the representation and advice received from his undersigned attorney.

**10. Scope of Agreement.**

The defendant acknowledges and understands that this Plea Agreement binds only the undersigned parties and cannot bind any other non-party federal, state or local authority. The defendant also acknowledges that no representations have been made to him about any civil or administrative consequences that may result from the his guilty plea. The defendant understands such matters are solely within the discretion of the specific non-party government agency involved. The defendant further acknowledges that this Plea Agreement has been reached without regard to any civil tax matters that may be pending or which may arise involving the defendant.

**11. Collateral Consequences.**

The defendant understands that as a consequence of his guilty plea he will be adjudicated guilty and may thereby be deprived of certain federal benefits and certain rights, such as the right to vote, to hold public office, to serve on a jury, or to possess firearms. This plea also may affect the defendant's ability to submit claims to federal health care programs as a provider or practitioner in the future.

**12. Satisfaction of Federal Criminal Liability; Breach.**

The defendant's guilty plea, if accepted by the Court, will satisfy his federal criminal

liability in the District of New Hampshire arising from his participation in the conduct that forms the basis of the information in this case. The defendant understands that if, before sentencing, he violates any term or condition of this Plea Agreement, engages in any criminal activity, or fails to appear for sentencing, the United States may consider such conduct to be a breach of the Plea Agreement and may withdraw therefrom.

13. **Waivers.**

A. **Appeal.**

The defendant understands that he has the right to challenge his guilty plea and/or sentence on direct appeal. By entering into this Plea Agreement the defendant knowingly and voluntarily waives his right to challenge on direct appeal:

1. His guilty plea and any other aspect of his conviction, including, but not limited to, adverse rulings on pretrial suppression motion(s) or any other adverse disposition of pretrial motions or issues; and
2. The sentence imposed by the Court if within, or lower than, the guideline range determined by the Court, or if it is imposed pursuant to a minimum mandatory sentence.

The defendant's waiver of his rights does not operate to waive an appeal based upon new legal principles enunciated in Supreme Court or First Circuit case law after the date of this Plea Agreement that have retroactive effect; or on the ground of ineffective assistance of counsel in the negotiation of this Plea Agreement or at the sentencing hearing.

B. **Collateral Review**

The defendant understands that he may have the right to challenge his guilty plea and/or sentence on collateral review, e.g., a motion pursuant to 28 U.S.C. §§ 2241 or 2255. By entering into this Plea Agreement, the defendant knowingly and voluntarily waives his right to collaterally

challenge:

1. His guilty plea, except as provided below, and any other aspect of his conviction, including, but not limited to, adverse rulings on pretrial suppression motion(s) or any other adverse disposition of pretrial motions or issues; and
2. The sentence imposed by the Court if it falls within, or lower than, the guideline range as determined by the Court, or if it is imposed pursuant to a minimum mandatory sentence.

The defendant's waive of his right to collateral review does not operate to waive a collateral challenge to his guilty plea on the ground that it was involuntary or unknowing, or on the ground of ineffective assistance of counsel in the negotiation of the Plea, Plea Agreement or the sentencing hearing. The defendant's waiver of his right collateral review also does not operate to waive a collateral challenge based on new legal principles enunciated in Supreme Court or First Circuit case law decided after the date of this Plea Agreement that have retroactive effect.

#### **C. Freedom of Information and Privacy Acts**

Except to the extent that documents become necessary to the defendant's defense of any claim or action brought against him or that is related to the defendant's defense or prosecution of any workers' compensation claim, the defendant hereby waives all rights, whether asserted directly or through a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of the case(s) underlying this Plea Agreement, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. §552, or the Privacy Act of 1974, 5 U.S.C. §522a.

**D. Appeal by the Government**

Nothing in this Plea Agreement shall operate to waive the rights or obligations of the Government pursuant to pursue an appeal as authorized by law.

**14. No Other Promises.**

The defendant acknowledges that no other promises, agreements, or conditions have been entered into other than those set forth in this Plea Agreement or revealed to the Court, and none will be entered into unless set forth in writing, signed by all parties, and submitted to the Court.

**15. Final Binding Agreement.**

None of the terms of this Plea Agreement shall be binding on the United States until this Plea Agreement is signed by the defendant and the defendant's attorney and until it is signed by the United States Attorney for the District of New Hampshire, or an Assistant United States Attorney.

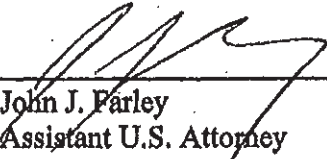
**16. Agreement Provisions Not Severable.**

The United States and the defendant understand and agree that if any provision of this Plea Agreement is deemed invalid or unenforceable, then the entire Plea Agreement is null and void and no part of it may be enforced.

JOHN P. KACAVAS  
United States Attorney

Date: 10/31/12

By:

  
\_\_\_\_\_  
John J. Farley  
Assistant U.S. Attorney  
53 Pleasant St., 4th Floor  
Concord, NH 03301  
(603) 225-1552  
John.Farley@usdoj.gov

The defendant, Douglas McCullom, certifies that he has read this 15-page Plea Agreement and that he fully understands and accepts its terms.

Date: 11/02/2012

Douglas McCullom  
Douglas McCullom, Defendant

I have read and explained this 15-page Plea Agreement to the defendant, and he has advised me that he understands and accepts its terms.

Date: 11/14/12

Ronald Schneider  
Ronald Schneider, Esq.  
Attorney for Douglas McCullom

U.S. DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

JAN 04 2013

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

**FILED**

UNITED STATES OF AMERICA	)	
	)	
v.	)	No. 1:12-cr-147-01-PB
	)	
DOUGLAS McCULLOM	)	

AMENDMENT TO PLEA AGREEMENT


Pursuant to Paragraph 14 of the Plea Agreement, the parties hereby agree to amend the plea agreement.

Although Paragraph 6 of the Plea Agreement indicates that the United States will recommend a sentence of probation pursuant to Fed. R. Crim. P. 11(c)(1)(B), the parties now agree that a sentence of probation is appropriate pursuant to Fed. R. Crim. P. 11(c)(1)(C). However, the parties are free to recommend any particular term of probation and any conditions of probation.


In the event that the Court rejects this provision and will not sentence the defendant to a term of probation, the defendant will be provided with an opportunity to withdraw his plea pursuant to Fed. R. Crim. P. 11(c)(5)(B).

JOHN P. KACAVAS  
UNITED STATES ATTORNEY

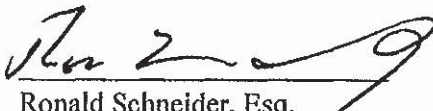
Dated: 1/4/13

By:   
John J. Farley  
Assistant U.S. Attorney

Dated: 01/04/2013

  
Douglas McCullom, Defendant

Dated: 1/4/13

  
Ronald Schneider, Esq.  
Attorney for Douglas McCullom

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

U.S. DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

APR 15 2013

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE **FILED**  
(For Offenses Committed On or After November 1, 1987)

v.

Case Number: 12-cr-147-01-PB

Douglas McCullom

Ronald Schneider, Jr., Esq.  
Defendant's Attorney

THE DEFENDANT:

- pleaded guilty to count(s): 1 of the Information.
- pleaded nolo contendere to count(s)     which was accepted by the court.
- was found guilty on count(s)     after a plea of not guilty.

ACCORDINGLY, the court has adjudicated that the defendant is guilty of the following offense(s):

<u>Title &amp; Section</u>	<u>Nature of Offense</u>	<u>Date Offense Concluded</u>	<u>Count Number(s)</u>
21 USC 843(a)(3) and 18 USC 2	Fraudulently obtaining controlled substances and aiding and abetting	August, 2010	1

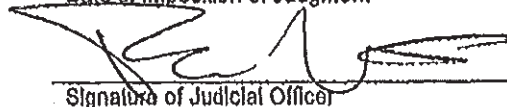
The defendant is sentenced as provided in pages 2 through 5 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

- The defendant has been found not guilty on count(s)     and is discharged as to such count(s).
- Count(s) dismissed on motion of the United States:    .

IT IS FURTHER ORDERED that the defendant shall notify the United States Attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and United States attorney of any material change in the defendant's economic circumstances.

April 15, 2013

Date of Imposition of Judgment



Signature of Judicial Officer

Paul Barbadoro  
United States District Judge

Name & Title of Judicial Officer

4-15-2013

Date

CASE NUMBER: 12-cr-147-01-PB  
DEFENDANT: Douglas McCullom

## PROBATION

The defendant is hereby placed on probation for a term of 3 Years

The defendant shall not commit another federal, state, or local crime.

The defendant shall not illegally possess a controlled substance.

Pursuant to 42 U.S.C. § 14135a, the defendant shall submit to DNA collection while incarcerated in the Bureau of Prisons, or at the direction of the U.S. Probation Office.

*For offenses committed on or after September 13, 1994:*

The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of placement on probation and at least two periodic drug tests thereafter, not to exceed 72 drug tests per year of supervision.

The above drug testing condition is suspended based on the court's determination that the defendant poses a low risk of future substance abuse. (Check if applicable.)

The defendant shall not possess a firearm, destructive device, or any other dangerous weapon.

If this judgment imposes a fine or a restitution obligation, it shall be a condition of probation that the defendant pay any such fine or restitution in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment.

The defendant shall comply with the standard conditions that have been adopted by this court (set forth below). The defendant shall also comply with the additional conditions on the attached page.

## STANDARD CONDITIONS OF SUPERVISION

- 1) The defendant shall not leave the judicial district without permission of the court or probation officer;
- 2) The defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer;
- 3) The defendant shall answer truthfully all inquiries by the probation officer and follow instructions of the probation officer;
- 4) The defendant shall support his or her dependents and meet other family responsibilities;
- 5) The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training or other acceptable reasons;
- 6) The defendant shall notify the probation officer at least ten days prior to any change in residence or employment;
- 7) The defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;
- 8) The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;
- 9) The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;
- 10) The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;
- 11) The defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;
- 12) The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;
- 13) As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.



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DEFENDANT: Douglas McCullom

### SPECIAL CONDITIONS OF SUPERVISION

In addition, the defendant shall comply with the following special conditions:

The defendant shall participate in a program of mental health treatment, as directed by the probation officer, until such time as you are released from the program by the probation officer. The defendant shall pay for the cost of treatment to the extent you are able as determined by the probation officer.

The defendant shall comply with the prescribed medication regimen. The defendant shall pay for the cost of any prescribed psychotropic medications to the extent you are able as determined by the probation officer.

The defendant shall participate in a program approved by the United States Probation Office for treatment of narcotic addiction or drug or alcohol dependency which will include testing for the detection of substance use or abuse. The defendant shall also abstain from the use of alcoholic beverages and/or all other intoxicants during and after the course of treatment. The defendant shall pay for the cost of treatment to the extent you are able as determined by the probation officer.

Upon a finding of a violation of probation or supervised release, I understand that the court may: (1) revoke supervision; (2) extend the term of supervision; and/or (3) modify the conditions of supervision.

These conditions have been read to me. I fully understand the conditions and have been provided a copy of them.

(Signed)

\_\_\_\_\_

Defendant

\_\_\_\_\_

Date

\_\_\_\_\_

U.S. Probation Officer/ Designated Witness

\_\_\_\_\_

Date

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 DEFENDANT: Douglas McCullom

### CRIMINAL MONETARY PENALTIES

The defendant shall pay the following total criminal monetary penalties in accordance with the schedule of payments set forth on Sheet 6.

	<u>Assessment</u>	<u>Fine</u>	<u>Restitution</u>
Totals:	\$100.00		

- The determination of restitution is deferred until . An Amended Judgment in a Criminal Case (AO 245C) will be entered after such determination.
- The defendant shall make restitution (including community restitution) to the following payees in the amount listed.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(l), all non-federal victims must be paid in full prior to the United States receiving payment.

<u>Name of Payee</u>	<u>**Total Amount of Loss</u>	<u>Amount of Restitution Ordered</u>	<u>Priority Order or % of Pymnt</u>
		\$ 0.00	\$ 0.00
	TOTALS:		

- If applicable, restitution amount ordered pursuant to plea agreement.
- The defendant shall pay interest on any fine or restitution of more than \$2500, unless the fine or restitution is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. §3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. §3612(g).
- The court determined that the defendant does not have the ability to pay interest, and it is ordered that:
  - The interest requirement is waived for the  fine  restitution.
  - The interest requirement for the  fine and/or  restitution is modified as follows:

\*\* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994 but before April 23, 1996.

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DEFENDANT: Douglas McCullom

### SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties shall be due as follows:

- A  Lump sum payment of \$100.00 due immediately, balance due
  - not later than \_\_, or
  - in accordance with  C,  D, or  E below; or
- B  Payment to begin immediately (may be combined with  C,  D, or  E below); or
- C  Payment in installments of \$ over a period of , to commence days after release from imprisonment to a term of supervision; or
- D  Commencing thirty days after release from imprisonment to the term of supervision, payments shall be made in equal monthly installments of \$ during the period of supervised release, and thereafter.
- E  Special instructions regarding the payment of criminal monetary penalties:

Criminal monetary payments are to be made to Clerk, U.S. District Court, 55 Pleasant Street, Room 110, Concord, NH 03301. Payments shall be in cash or in a bank check or money order made payable to Clerk, U.S. District Court. Personal checks are not accepted.

Unless the court has expressly ordered otherwise in the special instructions above, if this judgment imposes a period of imprisonment, payment of criminal monetary penalties shall be due during the period of imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are to be made payable to the clerk of the court, unless otherwise directed by the court, the probation officer, or the United States attorney.

The defendant will receive credit for all payments previously made toward any criminal monetary penalties imposed.

- Joint and Several

Defendant Name	Case Number	Joint and Several Amount
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- The defendant shall pay the cost of prosecution.
- The defendant shall pay the following court cost(s):
- The defendant shall forfeit the defendant's interest in the following property to the United States: