

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

IN RE: CYNTHIA BURNHAM, D.O.    )  CONSENT AGREEMENT  
  )  AND CONDITIONS  
  )  OF REINSTATEMENT

The Board of Osteopathic Licensure (hereafter "the Board"), Dr. Cynthia Burnham, D.O. and the Office of the Attorney General enter into the following Consent Agreement in order to resolve Dr. Burnham's pending application for renewal of her license to practice osteopathic medicine in the State of Maine and a pending investigation based on two reports received pursuant to 24 M.R.S.A. § 2505.

**FINDINGS**

Solely for the purposes of licensing and this Agreement, and not for any other purpose, the parties agree that this Consent Agreement is based upon the following findings by the Board:

1. Dr. Burnham has been licensed to practice medicine in Maine since March 2, 1993. She has limited her practice to the area of psychiatry and received Board Certification in Psychiatry by the American Board of Psychiatry and Neurology in 1994.
2. Patient A, a 58-year old female, became a patient of Dr. Burnham in February 1995. Between that time and March 2, 2002, Dr. Burnham saw Patient A for medication management and counseling in her office on over 100 occasions for a variety of deep-seated and crippling psychiatric issues.
3. Patient B, a 53-year-old female and former partner of Patient A, first accompanied Patient A to a session with Dr. Burnham in July 1996. Subsequently, Patient B attended approximately eight (8) couples sessions with Patient A to address issues of communication and ongoing stress in their relationship. Patient B began seeing Dr. Burnham individually for issues of depression and medication management. Between November 1998 and November 1999, Patient B had approximately eight (8) individual sessions with Dr. Burnham.

4. Sometime in early 1999, Dr. Burnham and her partner of six years, entered into a social relationship with Patient A and Patient B. This included dinners at each other's homes, exchanges of gifts, sports outings, travel and spending holidays together.

5. Dr. Burnham admits that she and Patient A began a sexual relationship in July 2000, which continued until December, 2001.

6. The Board finds that Dr. Burnham continued to prescribe medication for Patient A after March 2000 and as recently as March, 2001.

7. Dr. Burnham admits that her own depression, social isolation, difficulties as a parent and partner, as well as excessive use of alcohol, contributed to her violation of professional boundaries.

8. The Board finds that this violation of professional boundaries had a profound emotional impact on Patient B who felt betrayed by Dr. Burnham, requiring additional psychological treatment.

9. The Board finds that Dr. Burnham has demonstrated:

- A. unprofessional conduct as defined by 32 M.R.S.A. § 2591-A (2)(F), incompetence as defined by 32 M.R.S.A. § 2591-A (2)(E) and that she violated 02 CMR 383, Chapter 10, when she engaged in a sexual relationship with patient Patient A;
- B. unprofessional conduct as defined by 32 M.R.S.A. § 2591-A (2)(F) or incompetence as defined by 32 M.R.S.A. § 2591-A (2)(E) when beginning in early 1999 she encouraged a personal relationship to develop between herself and patients Patient A and Patient B, which included exchanges of gifts, frequent dinners, travel and socializing at each others homes and at outside events; and
- C. unprofessional conduct as defined by 32 M.R.S.A. § 2591-A (2)(F) or incompetence as defined by 32 M.R.S.A. § 2591-A (2)(E) by continuing to prescribe for Patient A on a number of occasions after Dr. Burnham had begun a sexual relationship with Patient A, during an inappropriate doctor-patient relationship and without proper record keeping.

#### **NONRENEWAL OF LICENSE**

Based on the foregoing findings, the Board determines, and Dr. Burnham agrees, that there are grounds for the Board to deny Dr. Burnham's pending application for renewal of her license. Therefore, Dr. Burnham agrees to the following:

1. Pursuant to 5 M.R.S.A. § 10002, Dr. Burnham continues to be licensed to practice medicine while her application is pending. Dr. Burnham agrees to withdraw her application for renewal by **no later than October 15, 2002** and further agrees not to reapply for a license to practice osteopathic medicine in the State of Maine until two years from the date that this Agreement is executed by all parties.

2. Dr. Burnham agrees that she will close her practice by **no later than October 15, 2002**. During the period prior to the closing of her practice, Dr. Burnham will make reasonable attempts to notify each patient that she will no longer be practicing medicine and will either transfer the record of each patient directly to the patient or to another physician, in a manner that assures the confidentiality of each patient whose record is being transferred. Within five (5) days of the closing of her practice, Dr. Burnham also agrees to advise the Board in writing how she has complied with the provisions of this paragraph. Dr. Burnham agrees that if the Board does not find her efforts to notify and transfer records to be adequate, she will implement any further steps recommended by the Board.

### CONDITIONS OF REINSTATEMENT

1. In accordance with Title 32 M.R.S.A. § 2581, Dr. Burnham agrees that, if she applies for a license to practice osteopathic medicine at the end of the two-year period, she has the burden of demonstrating that she is qualified to resume practice. As part of the process of demonstrating her qualifications to resume practice, Dr. Burnham will:

- A. provide sufficient and appropriate releases to the Board so that it may obtain treatment records from, and discuss Dr. Burnham's progress in therapy/treatment with, any professionals who have provided psychiatric, psychological or mental

- health treatment or treatment for substance abuse to Dr. Burnham;
- B. submit to a mental health and/or substance abuse evaluation, if deemed necessary by the Board, at her expense, by a practitioner approved by the Board;
  - C. if deemed necessary by the Board, submit to a physical examination, at her expense, by a practitioner approved by the Board;
  - D. provide evidence that she is up-to-date regarding her continuing medical education or agree to complete a program of continuing medical education and supervision that is acceptable to the Board;
  - E. provide evidence that she has obtained appropriate and adequate education regarding ethical issues and, in particular, issues relating to proper boundaries between a psychiatrist and her current and former patients.

2. Costs of Investigation. Prior to reinstatement, Dr. Burnham agrees to reimburse the Board for all investigative costs incurred prior to the execution of this Agreement, in the amount stated on the invoice provided to her prior to the time she signs this Agreement. She may reimburse the Board in a lump sum or in installments.

3. If the Board determines that Dr. Burnham has submitted satisfactory information to demonstrate that she is qualified to resume the practice of medicine under the terms of a consent agreement approved by the Office of the Attorney General, and she has paid the costs of investigation, Dr. Burnham agrees that the consent agreement reinstating her license to practice osteopathic medicine will contain, at a minimum, the following limitations and conditions on her license and that these conditions and limitations shall remain in effect so long as Dr. Burnham is licensed to practice osteopathic medicine in the State of Maine. These conditions shall include:

- A. Dr. Burnham's treatment of female patients. Dr. Burnham understands that, upon her return to the practice of psychiatry, the Board and the Office of the Attorney General do not currently support her treatment of undifferentiated female patients but that, after appropriate evaluation pursuant to paragraph 1. B. above, the Board and the Office of the Attorney General may permit Dr. Burnham to have a clinical practice which includes a portion of this patient population, based upon age, setting or other conditions to which the parties may later agree;
- B. Dr. Burnham shall not form any social or sexual relationships with any current or former patient; this condition is not intended to prohibit appropriate social greetings or conversations with a patient that Dr. Burnham may unintentionally meet in public places or at social events;
- C. Dr. Burnham's practice shall be supervised under conditions approved by the Board;
- D. Dr. Burnham shall participate in ongoing counseling to address her personal mental health and emotional issues, with a practitioner approved by the Board, who will report to the Board on a frequency and in a manner acceptable to the Board;
- E. Dr. Burnham shall participate in a program to address her past substance abuse with a practitioner or program approved by the Board, who will report to the Board on a frequency and in a manner acceptable to the Board; and,

F. Dr. Burnham will be responsible for all costs incurred in carrying out the terms of the reinstatement agreement.

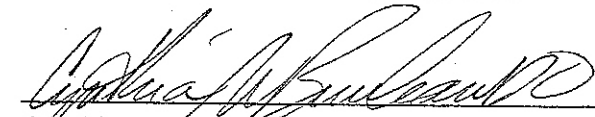
### VIOLATION OF CONSENT AGREEMENT

1. Dr. Burnham agrees that, if she fails to meet any of the obligations of this Consent Agreement or a reinstatement agreement entered into pursuant to Section III, the Board may impose, by agreement or after notice and an opportunity for hearing, any of the sanctions found in Title 10 M.R.S.A. § 8003 and Title 32 M.R.S.A. § 2591-A or this Agreement.

2. If, after hearing or as the result of stipulation, the Board finds that Dr. Burnham has formed a social or sexual relationship with a current or former patient, Dr. Burnham agrees that this shall automatically result in the denial of reinstatement or the permanent revocation of her license to practice medicine in the State of Maine.

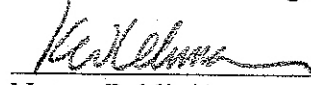
I, CYNTHIA BURNHAM, D.O., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND CONDITIONS OF REINSTATEMENT. I UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING MY RENEWAL APPLICATION AND THE SECTION 2505 REPORTS AND THE RIGHT TO APPEAL TO THE COURT REGARDING ANY PORTION OF THIS AGREEMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT AND CONDITIONS OF REINSTATEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE.

Dated: 7-11-02

  
Cynthia Burnham, D.O.

STATE OF MAINE  
Kenelma, SS.

Before me this 11<sup>th</sup> day of July, 2002, personally appeared Cynthia Burnham, D.O., who after first being duly sworn, signed the foregoing Consent Agreement and Conditions of Reinstatement in my presence or affirmed that the signature above is her own.

  
Notary Public/Attorney at Law  
My commission expires:

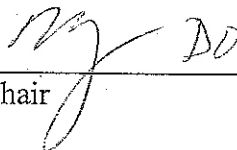
**BOARD ORDER**

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure to execute the Consent Agreement signed by Dr. Cynthia Burnham on 7/11, 2002, which is incorporated herein by reference and defines the terms for reinstatement of Dr. Burnham's license to practice osteopathic medicine in the State of Maine.

IT IS FURTHER ORDERED by vote of the Maine Board of Osteopathic Licensure to take no action upon the renewal application submitted by Dr. Cynthia Burnham in 2001, as Dr. Burnham will be withdrawing her application, subject to the terms and conditions of the Consent Agreement referred to above.

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

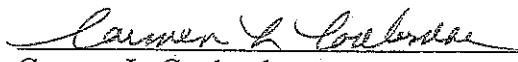
Dated: 7/11/02

  
\_\_\_\_\_  
Board Chair

Approved by:

STATE OF MAINE, OFFICE OF  
ATTORNEY GENERAL

Dated: 7/11/02

  
\_\_\_\_\_  
Carmen L. Coulombe  
Assistant Attorney General

**STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE**

**IN RE: CYNTHIA BURNHAM, D.O.            ) REINSTATEMENT AGREEMENT  
  ) AND BOARD ORDER**

The Board of Osteopathic Licensure (hereafter “the Board”), Cynthia Burnham, D.O. and the Office of the Attorney General agree that Dr. Burnham has satisfactorily completed the preliminary Conditions of Reinstatement set out in the Consent Agreement that she signed on July 11, 2002. The following states the conditions under which Dr. Burnham may resume the practice of osteopathic medicine in the State of Maine.

**I. CONDITIONS OF REINSTATEMENT**

The Board issues a license to practice medicine to Cynthia Burnham, D.O., subject to the terms and conditions of this Reinstatement Agreement.

**1. Practice Restrictions.**

A. Current license. Dr. Burnham has informed the Board that she does not plan to provide clinical care to patients at this time. The license to practice osteopathic medicine issued to Dr. Burnham by the Board pursuant to this Reinstatement Agreement (hereafter “Agreement”) does not authorize Dr. Burnham to have any clinical contact with or to provide any direct care to patients until further order of the Board.

B. Expansion of Practice. Dr. Burnham understands that, if she desires the Board to expand her license to allow her to have clinical contact with and to provide direct care to patients, it is her burden to demonstrate to the Board that she is ready and able to provide clinical care to patients in a competent and professional manner. Dr. Burnham further understands that if the



Board authorizes her to resume direct patient care that this will be conditioned on restrictions such as the following: prohibition of solo practice, restrictions regarding female patients, the requirement of a mentor, peer support, increased monitoring and frequency of reports from professionals providing treatment and PHP, additional education, or other restrictions to which the parties may later agree. These additional restrictions and conditions may continue so long as Dr. Burnham is licensed to practice medicine.

**2. Abstinence.**

Dr. Burnham must completely abstain from the use of any and all mood or mind altering substances (hereinafter "prohibited substance"), whether illicit or not, including but not limited to: alcohol, cocaine, opiates, DEA scheduled drugs and other mood or mind altering drugs, which are dispensed or prescribed for Dr. Burnham by anyone other than a treating physician who is knowledgeable of Dr. Burnham's history of substance abuse and approved by or known to the Board and the PHP.

**3. Monitoring and Treatment.**

A. Physicians Health Program. Dr. Burnham must enter into a contract with the Physicians Health Program (PHP) and adhere to the conditions of that contract, as well as, the standard protocols for collecting samples for testing, until further Board order.

1. Dr. Burnham will provide the Board with a copy of her contract with the PHP prior to or upon execution of this Reinstatement Agreement and shall promptly provide the Board with notice of any modifications to her PHP contract, as these occur.
2. Dr. Burnham's contract with the PHP is incorporated herein by reference and any

violation of the PHP contract shall be considered a violation of this Agreement.

3. To the extent that there are any inconsistencies between this Agreement and the PHP contract, the terms of this Agreement control.
4. Routine Reports. Dr. Burnham will assure that the PHP provides the Board with periodic reports regarding her compliance with her contract with PHP. These reports shall be no less often than quarterly: the **first of March, June, September and December** of each year.
5. Immediate Reports: The PHP shall immediately report to the Board in accordance with the Protocol between the Board and the PHP.

B. Professional Counseling. Dr. Burnham shall participate in ongoing counseling to address her mental health needs, with a practitioner approved by the Board, **once every 6 to 8 weeks**, but more often if recommended by the practitioner. Dr. Burnham agrees that the Board has discretion to require Dr. Burnham to obtain additional therapy or to increase the frequency of counseling, if Dr. Burnham's practice is expanded in accordance with the terms of this Agreement or if Dr. Burnham's circumstances indicate the need for such additional therapy or increased frequency. If Dr. Burnham is notified in writing by the Board that she needs to obtain additional therapy or increase the frequency of the counseling, she agrees to promptly comply with the Board's request.

1. Routine Reports. Dr. Burnham will assure that the practitioner provides the Board with periodic reports regarding her progress in counseling. These reports shall be submitted quarterly on the **first of March, June, September and December** of each year. At a minimum, the routine reports from the practitioner should include

the following information: the date(s) of office visits or other contacts between the practitioner and the licensee during the reporting period, the nature of the issues discussed, the treatment plan and reasons for any changes to the plan, progress made by Dr. Burnham and details of any concerns raised by these contacts; whether any concerns were expressed or reports received from others regarding Dr. Burnham's behavior or ability to competently and professionally practice medicine during the reporting period and the specific nature of those concerns.

2. Immediate Reports: The practitioner shall immediately report to the Board if there is reason to believe that Dr. Burnham is acting in a manner that raises questions about her ability to competently and professionally practice medicine. A verbal report shall be followed by a detailed written report to the Board within 48 hours of the time that the practitioner becomes aware of the situation.

C. Primary Care. Dr. Burnham will meet with her primary care physician as frequently as recommended by her physician. Periodic reports will not be required at this time. The Board reserves the right to request information from the primary care physician as it deems necessary for the purposes of monitoring this Agreement.

D. Change or Addition of Treating Professionals.

1. If Dr. Burnham desires to change a professional approved by the Board or to add a new professional, Dr. Burnham will inform the Board in writing prior to the change or addition, explaining the reason for the change. This application for change or addition must be accompanied by separate letters from the current

professional and the proposed professional relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may have.

2. The Board may, in its discretion, grant or deny such request with or without providing a hearing. If the request is denied, nothing precludes Dr. Burnham from proposing another professional. Dr. Burnham understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current professional.

**4. Maintenance of Obligations When Away.**

A. Dr. Burnham shall maintain her obligations under this Agreement and her PHP contract when away from her usual setting. It is Dr. Burnham's obligation to ensure that arrangements are made consistent with the requirements of this Consent Agreement and the PHP contract in such other location(s) in order to continue to satisfy her obligations without interruption. Prior to leaving, Dr. Burnham will make alternative arrangements for compliance with the Case Reporter and/or the designee of PHP, as appropriate, regarding monitoring, counseling and peer support. Failure to provide advance notice shall be excused only for good cause shown.

B. Failure to meet the conditions when away will be dealt with in the same manner as failure to maintain the obligations of this Consent Agreement and the PHP contract when in the usual setting.

**5. Evaluation by an Independent Professional.**

At any time during the term of this Agreement, Dr. Burnham understands that the Board has the discretion to require that she undergo an independent evaluation by a professional

approved by the Board. Dr. Burnham will cooperate in obtaining this evaluation in the timeframe requested by the Board.

6. **Waiver of Physician/Therapist/Patient Privilege.**

Dr. Burnham agrees that, for monitoring and enforcement of this Agreement, the Board, its agents and the Office of the Attorney General shall have access to all confidential information, assessments, evaluations, diagnoses, records, reports, test results and data relevant to the purposes of this Consent Agreement, including information related to substance abuse or mental health, generated or created since the execution of this Agreement. Dr. Burnham also agrees that the Board or its authorized agents or the Office of the Attorney General may communicate orally with professionals involved in testing, care, monitoring and treatment. Dr. Burnham agrees that she will promptly sign any and all authorizations so that the Board, its agents and the Office of the Attorney General can have access to information relevant to Dr. Burnham's treatment, her ability to competently and professionally care for patients, and her compliance with other conditions of this Agreement or her contract with the PHP.

7. **Notice of Consent Agreement.**

A. Dr. Burnham shall provide a copy of this Agreement, and any subsequent amendments, to her employer, the PHP, the Chief of Staff at institution(s) where she holds privileges, and each of her treatment professionals.

B. Each of the foregoing shall sign and date an acknowledgement that he or she has read the Agreement or the subsequent amendment. A copy of each signed acknowledgement must be sent to the Board **within 30 days** of the date of the execution of this Agreement or of the execution of subsequent amendments.

C. Dr. Burnham agrees that if new individuals assume similar roles during the existence of the Agreement, or any subsequent amendment, she will promptly provide a copy of this Agreement, as amended, to the new individual(s) and send the Board a dated and signed acknowledgement from each.

D. In the event that Dr. Burnham applies for licensure in other jurisdictions while the Agreement, as amended, is in effect, Dr. Burnham agrees to notify the other jurisdictions of the existence of this Agreement, and any amendments thereto, and provide a letter to the Board that she has done so.

8. **Costs.** Dr. Burnham will be responsible for all costs resulting from the carrying out, monitoring and enforcement of this Agreement, pursuant to 10 M.R.S.A. §8003-D.

9. **Amendments.**

A. Requests for amendments shall be submitted to the Board in writing and supported by professional opinions, if appropriate and available.

B. Requests for amendments will not suspend any obligations under this Agreement. Dr. Burnham will be expected to comply with the terms of the Agreement until her request is acted upon favorably by Board vote and approved by the Office of the Attorney General.

C. Amendments will be decided in the discretion of the Board, with or without a hearing, and must have the approval of a representative of the Attorney General. There will be no appeal from the discretionary decisions regarding amendments of this Agreement.

D. Any action by the Board seeking to increase the conditions of licensure will be taken only after hearing, unless allowed by law, this Agreement or by subsequent agreement of the parties.

E. Except for good cause, amendments will not be considered by the Board more frequently than every six months.

**10. Notices.**

The Board can be reached at:

142 State House Station  
Augusta, Maine 04333-0142  
(207) 287-2480  
Fax: (207) 287-3015  
E-mail: [susan.e.strout@maine.gov](mailto:susan.e.strout@maine.gov)

Dr. Burnham can be reached at:

Work: (207)

5 Tide Mill Lane  
Scarborough ME 04074

Dr. Burnham agrees that, at or prior to the execution of the Agreement, she will provide the Board's Executive Secretary with her home number, her cell phone and/or beeper number, and her e-mail address and fax numbers, if any. This contact information, to the extent that it is not generally available to the public, will be kept confidential and used by the Board only for the purposes intended by this Agreement.

Dr. Burnham further agrees that she will promptly notify the Board if she changes address or any of the methods of contacting her identified in this Condition.

**11. Term of Board Order.**

Dr. Burnham understands and agrees that her license will remain subject to the terms and conditions of this Agreement, and any amendments, until such time as the Board determines that they are no longer needed.

**II. VIOLATION OF CONSENT AGREEMENT**

**1. General.** Dr. Burnham agrees that, if she fails to meet any of the obligations of this

Agreement or her contract with the PHP, the Board may impose by agreement, or after notice and an opportunity for hearing, any of the sanctions found in Title 10 M.R.S.A. § 8003 and Title 32 M.R.S.A. § 2591-A, including revocation, long-term suspension or non-renewal of her license. The Board may also impose the sanctions provided in this Agreement.

2. **Failure to Meet Reporting and Time Requirements.** Dr. Burnham agrees that if she fails to meet any of the reporting or other time requirements set out in this Agreement (without having requested an extension prior to the due date and having that request granted by the Board), the Board may, in its discretion, automatically and without the need to hold a hearing, assess Dr. Burnham a fine of \$100 for each month, or portion of a month, that she is out of compliance with the reporting or time requirement set out in this Agreement, or any amendments thereto. Dr. Burnham will be notified of the assessment of the fine in writing by the Board. Dr. Burnham must pay the fine to the Board within 30 days of receiving notice that the fine was assessed. She must do so by cashier's check or money order made out to "Treasurer, State of Maine." The Board's decision not to impose this sanction in one instance of noncompliance with a reporting or other time requirement does not constitute a waiver of the Board's right to impose a fine regarding a subsequent violation of the same reporting or other time requirement.

3. **Evidence and Presumptions.**

A. It is agreed and understood by Dr. Burnham that a test evidencing use of any prohibited substance shall raise a rebuttable presumption that such substance was in fact used by Dr. Burnham. Such a positive test result shall alone be sufficient to prove the use of the prohibited substance by Dr. Burnham.

B. Dr. Burnham further agrees that the result of any test taken pursuant to the PHP



contract and this Agreement may be admitted into evidence in any proceeding regarding Dr. Burnham's license, whether before the Board or before a court of competent jurisdiction.

C. The parties further agree that the Board may consider the findings that formed the basis for this Agreement as evidence of a pattern of conduct in the event that similar grounds for discipline are proved against the licensee or agreed to by her in the future. Additionally, the parties agree that the Board may consider the fact that discipline was imposed by this Agreement as a factor in determining what discipline should be imposed, should further grounds for discipline be proved against the licensee in the future.

**4. Emergency Suspension:**

A. Dr. Burnham's license will be immediately, indefinitely and automatically suspended if the Board receives a report from a credible source that Dr. Burnham is demonstrating symptoms of impairment or has obtained a positive test for a prohibited substance.

B. The immediate, indefinite and automatic suspension of Dr. Burnham's license will become effective at the time Dr. Burnham receives actual notice from the Board, the Case Reporter or counsel for the Board that the suspension has been imposed. Actual notice can be provided by telephone, in person, in writing, by facsimile, e-mail or other means or any combination of the above-referenced means.

C. The indefinite, automatic suspension will continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report is without merit; or the Board decides that no further sanction or a lesser sanction is warranted.

**D. Hearing.**

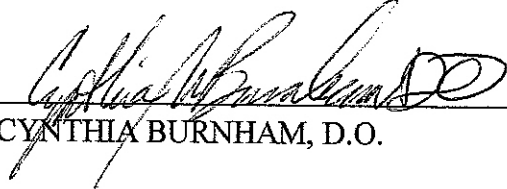
1. If the suspension has not already been lifted in accordance with other provisions of

this Agreement, Dr. Burnham's indefinite, automatic suspension will continue until the Board reaches a decision after hearing.

2. Prior to a hearing before the Board, Dr. Burnham may be requested to provide a written, detailed explanation of the circumstances related to basis for the suspension.
3. The Board will attempt to hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Burnham and the Board agree to hold the hearing later or to have an informal conference prior to the hearing). The hearing will be held pursuant to the Maine Administrative Procedures Act.
4. After hearing, the Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation, as the Board deems appropriate, subject to Dr. Burnham's right to appeal any such decision, or the Board may, in its sole discretion, enter into a consent agreement with Dr. Burnham.

I, CYNTHIA BURNHAM, D.O., HAVE READ AND UNDERSTAND THE FOREGOING REINSTATEMENT AGREEMENT. I UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS OR APPEALS REGARDING MY APPLICATION FOR REINSTATEMENT AND THIS REINSTATEMENT AGREEMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS REINSTATEMENT AGREEMENT AND 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 THE REINSTATEMENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.


Dated: May 10, 2006

  
CYNTHIA BURNHAM, D.O.

STATE OF MAINE  
Cumberland, SS.

Before me this 10th day of May, 2006, personally appeared Cynthia Burnham, D.O., who after first being duly sworn, signed the foregoing Reinstatement Agreement in my presence or affirmed that the signature above is her own.

YOLANDE P. JUSTICE  
Notary Public, Maine  
My Commission Expires October 31, 2008

  
Notary Public/Attorney at Law  
My commission expires: 10-31-08

BOARD ORDER

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure to reinstate the license of Cynthia Burnham, D.O. to practice osteopathic medicine in the State of Maine subject to the terms and conditions of the Reinstatement Agreement signed by Dr. Burnham on May 10, 2006.


STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

  
\_\_\_\_\_  
Board Chair Vice Chair

Dated: May 11, 2006

Approved by:

STATE OF MAINE, OFFICE OF  
ATTORNEY GENERAL

  
\_\_\_\_\_  
Carmen L. Coulombe  
Assistant Attorney General

Dated: May 11, 2006

**STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE**

**IN RE: CYNTHIA BURNHAM, D.O.**                    )   **FIRST AMENDMENT TO**  
  )   **REINSTATEMENT AGREEMENT**  
  )   **AND BOARD ORDER**

The Board of Osteopathic Licensure (hereafter “the Board”), Cynthia Burnham, D.O. and the Office of the Attorney General agree that Dr. Burnham has demonstrated readiness to return to clinical practice. The First Amendment to the Reinstatement Agreement states the conditions under which Dr. Burnham may resume the practice of osteopathic medicine, which includes direct patient care.

**I. CONDITIONS OF LICENSURE**

The Board issues a license to practice osteopathic medicine in the State of Maine to Cynthia Burnham, D.O., subject to the terms and conditions of this First Amendment to Reinstatement Agreement and the Reinstatement Agreement signed by Dr. Burnham on May 10, 2006 (referred to collectively as “the Agreement”).

Condition 1 of the Reinstatement Agreement is replaced by the following:

**1. Practice Restrictions.**

A. Practice Setting. Dr. Burnham may provide direct care to patients but may not do so in a solo practice. Dr. Burnham must practice in an office-based setting that allows for daily interaction with other professionals and regular oversight by a monitoring physician. Dr. Burnham must receive the Case Reporter’s prior written approval of the practice setting before she provides any patient care. In order to obtain the Case Reporter’s approval, Dr. Burnham must submit a written proposal to the Case Reporter, with a copy to the Board and the Board’s

Attorney, that describes the location of the setting, the days and hours she will be providing patient care in this setting, what treatment/services she is expected to provide, the extent of her interaction with other professionals at this setting and the oversight that will occur in the proposed practice setting.

B. Changes in Practice. Dr. Burnham understands that, if she desires to change practice settings or any aspects of the approved practice setting, she must first obtain the Case Reporter's approval based on the same process described in Condition 1.A.

C. Monitoring Physician. Dr. Burnham must have a monitoring physician, who is a psychiatrist, at all times during the term of this Agreement.

1. General Requirements of Monitoring Physician. The monitoring physician must:
  - a. be approved by the Board, be knowledgeable regarding Dr. Burnham's diagnoses and treatment and have read the Agreement;
  - b. meet with Dr. Burnham **at least once a month** to discuss any cases which Dr. Burnham believes have a potential for ethical or boundary issues;
  - c. have access to and review a sampling of Dr. Burnham's patient charts **(up to five (5) cases per month, randomly selected by the monitoring physician)**;
  - d. speak with staff where Dr. Burnham practices and be in a position to receive reports from others regarding Dr. Burnham's professional and ethical behavior.

2. Reporting Requirements.

a. Routine Monitoring Reports:

- i. Dr. Burnham shall ensure that the monitoring physician reports to the Board on a monthly basis, beginning on the **first day of the month** following Dr. Burnham's first full month of practice pursuant to the Agreement, and the first of each and every month thereafter, in accordance with the following subsection.
- ii. The frequency and necessity of the reports shall be reviewed by the Board after the receipt of twelve (12) monthly reports, provided that the Board has received no reports or concerns from any source regarding Dr. Burnham's professional behavior.

b. Content of Routine Reports: At a minimum, the routine reports from the monitoring physician should include the following information:

- i. the amount and type of contact between the monitoring physician and the licensee in the past month and details of any concerns raised by these contacts regarding the potential for problems with boundary issues;
- ii. the number of patient charts reviewed and details of any concerns raised by the chart review;
- iii. whether any concerns were expressed or reports received from others regarding Dr. Burnham's professional and ethical behavior during the reporting period and the specific nature of those concerns;

iv. recommendations, if any, regarding changes needed to Dr.

Burnham's treatment or supervision pursuant to the Agreement.

- c. Immediate Reports. The monitoring physician **shall immediately report** to the Board if there is reason to believe that Dr. Burnham is acting in an unprofessional or unethical manner towards a patient or former patient. A verbal report shall be followed by a detailed **written report** to the Board **within 48 hours** of the time that the monitoring physician becomes aware of the situation.
- d. Confidentiality. To the extent allowed by law, the reports submitted by the monitoring physician pursuant to this Condition shall not be disclosed to the public.

Condition 3 of the Reinstatement Agreement is replaced by the following:

**2. Monitoring and Treatment.**

A. Physicians Health Program. Dr. Burnham must enter into a contract with the Physicians Health Program (PHP) and, until further Board order, must adhere to the conditions of that contract, as well as the PHP's standard protocols for collecting samples for testing.

1. Dr. Burnham shall submit to urine tests at a **minimum of twice per month**. Dr. Burnham shall promptly provide the Board with notice of any modifications to her PHP contract, as these occur, but may not reduce any requirements specifically set out in this Agreement without the approval of the Board.
2. Dr. Burnham's contract with the PHP is incorporated herein by reference and any violation of the PHP contract shall be considered a violation of this Agreement.



3. To the extent that there are any inconsistencies between this Agreement and the PHP contract, the terms of this Agreement control.
4. Routine Reports. Dr. Burnham will assure that the PHP provides the Board with **monthly** reports regarding her compliance with her contract with PHP. These reports shall be submitted each month in time for review at the Board's monthly meetings.
5. Immediate Reports. The PHP shall immediately report to the Board in accordance with the Protocol between the Board and the PHP.

Condition 7 of the Reinstatement Agreement is replaced by the following:

3. **Notice of Consent Agreement**.

A. Dr. Burnham shall provide a copy of this Agreement, and any subsequent amendments, to her employer, her monitoring physician, the PHP, the Chief of Staff at institution(s) where she holds privileges, and each of her treatment professionals.

B. Each of the foregoing shall sign and date an acknowledgement that he or she has read the Agreement or the subsequent amendment. A copy of each signed acknowledgement must be sent to the Board **within 30 days** of the date of the execution of this Agreement or of the execution of subsequent amendments.

C. Dr. Burnham agrees that if new individuals assume similar roles during the existence of the Agreement, or any subsequent amendment, she will promptly provide a copy of this Agreement, as amended, to the new individual(s) and send the Board a dated and signed acknowledgement from each.

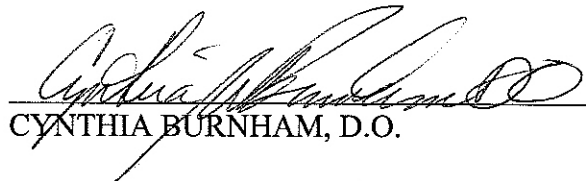
D. In the event that Dr. Burnham applies for licensure in other jurisdictions while the Agreement, as amended, is in effect, Dr. Burnham agrees to notify the other jurisdictions of the

existence of this Agreement, and any amendments thereto, and provide a letter to the Board that she has done so.

**All other terms and conditions of the Reinstatement Agreement signed by Dr. Burnham on May 10, 2006 remain in full force and effect.**

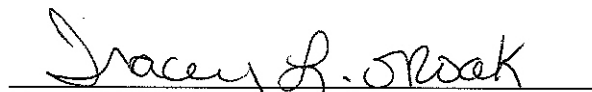
I, CYNTHIA BURNHAM, D.O., HAVE READ AND UNDERSTAND THE FOREGOING FIRST AMENDMENT TO REINSTATEMENT AGREEMENT. I UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS OR APPEALS REGARDING THIS AMENDMENT TO MY REINSTATEMENT AGREEMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FIRST AMENDMENT AND THE ORIGINAL REINSTATEMENT 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 THE FIRST AMENDMENT TO REINSTATEMENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: November 22, 2006

  
CYNTHIA BURNHAM, D.O.

STATE OF MAINE  
Cumberland, SS.

Before me this 22 day of Nov., 2006, personally appeared Cynthia Burnham, D.O., who after first being duly sworn, signed the foregoing First Amendment to Reinstatement Agreement in my presence or affirmed that the signature above is her own.

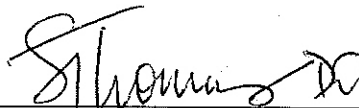
  
Notary Public/Attorney at Law  
My commission expires:

TRACEY L. O'ROAK  
Notary Public, Maine  
My Commission Expires October 24, 2012

BOARD ORDER

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure that the Reinstatement Agreement entered into between the Board, the Office of the Attorney General and Cynthia Burnham, D.O. is amended subject to the terms and conditions of the First Amendment to Reinstatement Agreement signed by Dr. Burnham on November 22, 2006.

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE



Board Chair

Dated: December 2, 2006

Approved by:

STATE OF MAINE, OFFICE OF  
ATTORNEY GENERAL



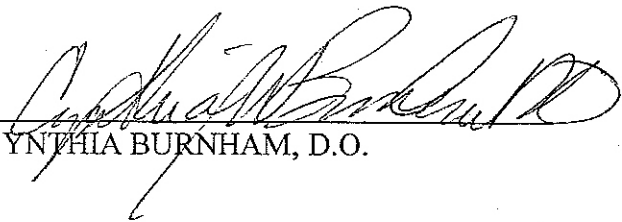
Carmen L. Coulombe  
Assistant Attorney General

Dated: December 5, 2006



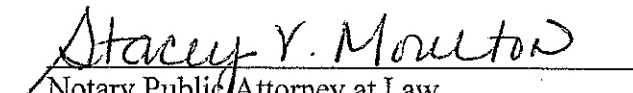
REINSTATEMENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THE SECOND AMENDMENT TO REINSTATEMENT AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 3/21/08

  
CYNTHIA BURNHAM, D.O.

STATE OF MAINE  
York County, SS.

Before me this 21 day of March, 2008, personally appeared Cynthia Burnham, D.O., who after first being duly sworn, signed the foregoing Second Amendment to Reinstatement Agreement in my presence or affirmed that the signature above is her own.

  
Notary Public Attorney at Law  
My commission expires:

September 14, 2013

**Stacey V. Moulton**  
**Notary Public, Maine**  
My Commission Expires September 14, 2013

BOARD ORDER

IT IS HEREBY ORDERED by vote of the Maine Board of Osteopathic Licensure that the First Amendment to Reinstatement Agreement entered into between the Board, the Office of the Attorney General and Cynthia Burnham, D.O. is amended subject to the terms and conditions of the Second Amendment to Reinstatement Agreement signed by Dr. Burnham on March 21, 2008.

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE

Dated:

*April 5, 2008*

*St Thomas DO*

Board Chair

Approved by:

STATE OF MAINE, OFFICE OF  
ATTORNEY GENERAL

Dated:

*April 8, 2008*

*Carmen L. Coulombe*

Carmen L. Coulombe  
Assistant Attorney General



JOHN ELIAS BALDACCI  
GOVERNOR

STATE OF MAINE  
BOARD OF OSTEOPATHIC LICENSURE  
142 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0142

JOHN F. GADDIS, D.O.  
BOARD CHAIR

SUSAN E. STROUT  
EXECUTIVE SECRETARY

June 11, 2010

Cynthia Burnham, D.O.  
205 Spurwink Road  
Scarborough ME 04074

Re: Termination of Consent Agreement

Dear Doctor Burnham:

Thank you for meeting with the Board yesterday. It was a pleasure to see you again.

This will confirm that, following discussion and commentary, the Board voted unanimously to terminate your Consent Agreement, effective yesterday, June 10, 2010.

Again, the Board commends your hard work and compliance with the terms of your Agreement. We wish you the best in your continued recovery.

Please don't hesitate to call me with any questions or concerns you may have or if we can be of any assistance to you.

Sincerely,

*Susan E. Strout*

Susan E. Strout  
Executive Secretary

cc: Carrie L. Carney, Assistant Attorney General  
Joseph R. D. deKay, D.O., Case Reporter  
Margaret Palmer, Ph.D., Clinical Director, MMPHP  
Whitney Houghton, M.D.