

BEFORE THE  
NORTH CAROLINA MEDICAL BOARD

In re: )  
 )  
Melvin Lee Henderson, M.D., ) RE-ENTRY AGREEMENT  
 )  
Respondent. )

This Reentry Agreement is agreed to by and among the North Carolina Medical Board ("Board"), Melvin Lee Henderson, M.D. ("Dr. Henderson") and Jerome Ponder, M.D., solely in his capacity as an agent of the Board ("Dr. Ponder").

This matter is before the Board on the application of Dr. Henderson for reactivation of his license to practice medicine and surgery in North Carolina. Dr. Henderson has not actively practiced medicine since 1998 and acknowledges the need to complete a program of reentry into the practice of medicine in order for the Board to issue him a license to practice medicine. Dr. Henderson has met with Board Members to discuss his application, including the need for a program of reentry to ensure his safe transition back into the active, independent practice of medicine.

NOW, THEREFORE, it is ORDERED that:

1. The Board shall issue Dr. Henderson a license to

practice medicine and perform surgery to expire on the date shown thereon.

2. Dr. Henderson shall undertake a program of reentry into the practice of medicine pursuant to a reentry plan ("Reentry Plan") that shall consist of a six (6) month period of mentoring by Dr. Ponder ("Reentry Period"). Dr. Henderson may not practice medicine outside the scope of the Reentry Plan until the Reentry Plan is successfully completed. Dr. Ponder shall serve as Dr. Henderson's mentor and, as further described below, shall provide the Board letters that describe the nature of the mentoring and make an assessment of Dr. Henderson's competency.

3. Dr. Henderson shall arrange to have Dr. Ponder mentor him in his practice of medicine during the Reentry Period. The Reentry Period shall consist of the following phases:

- a. Phase I - Observation Phase: The first phase of the Re-Entry Period shall last for four (4) weeks and shall be referred to as the "Observation Phase." The Observation Phase shall consist of observation-only practice during which time Dr. Henderson will not be directly involved in the evaluation or management of any patient but will observe his mentor in these activities. During

the Observation Phase, Dr. Henderson and his mentor shall discuss aspects of the mentor's practice that shall include:

- (1) Patient care;
- (2) Medical knowledge;
- (3) Communication;
- (4) Practice based learning;
- (5) Systems based care; and
- (6) Professionalism.

For the remainder of this Re-Entry Agreement, the above (1) - (6) shall be referred to collectively as the "Core Practice Areas."

b. Phase II - Direct Mentoring of Patient Care: The second phase of the Re-Entry Period shall last for two (2) months. This "Direct Mentoring Phase" shall consist of directly supervised practice during which time Dr. Henderson will be involved in the evaluation and management of patients under the direct supervision of his mentor. During the Direct Mentoring Phase, Dr. Henderson and his mentor shall discuss aspects of Dr. Henderson's practice that shall include the Core Practice Areas.

c. Phase III - Independent Mentored Patient Care:

The third phase of the Re-Entry Period shall last for three (3) months. This "Independent Mentored Phase" shall consist of Dr. Henderson's independent, mentored practice during which time Dr. Henderson shall independently provide direct patient care, while the mentor is available for consultation and retrospective review. During the Independent Mentored Phase, Dr. Henderson and his mentor shall discuss aspects of Dr. Henderson's practice that shall include the Core Practice Areas.

4. Dr. Henderson shall ensure that his mentor, Dr. Ponder, delivers a letter to the Board's Director of Compliance no later than thirty (30) days after the end of each phase which describes in detail the nature of the mentoring and states an opinion as to the level of competency with which Dr. Henderson practiced during the applicable phase. The detailed descriptions of the nature of the mentoring will include comments about Dr. Henderson's competency in each of the Core Practice Areas.

5. Any failure to comply completely and specifically with all terms, conditions and provisions of this Re-Entry Agreement, shall constitute unprofessional conduct within the meaning of N.C. Gen. Stat. § 90-14(a)(6) and shall be

grounds, after any required notice and hearing, for the Board to annul, suspend, revoke, condition, limit and/or otherwise take action against Dr. Henderson's license to practice medicine or to deny any application he might make in the future or then have pending for a license to practice medicine. Dr. Henderson acknowledges that this Reentry Agreement including, and not limited to, the admissions contained herein shall be admissible in any hearing before the Board that relates in any way to Dr. Henderson.

6. This Re-Entry Agreement shall take effect immediately upon its execution by all parties (Dr. Henderson, the Board, Dr. Ponder) and it shall continue in effect until completed or specifically ordered otherwise by the Board.

7. Dr. Henderson shall meet with the Board or members of the Board for an investigative interview in May 2014 and at any other time requested by the Board.

8. Dr. Henderson's mentor, Dr. Ponder, serves solely as an agent of the Board pursuant to N.C. Gen. Stat, 90-5.1, and, as an agent of the Board, is immune from civil liability pursuant to N.C. Gen. Stat. 90-14(e) and (f).

9. Dr. Ponder shall have the right, upon written notice to the Board, to withdraw as Dr. Henderson's

mentors. Such written notice shall state with particularity the reasons for withdrawal. Dr. Henderson's approval is not required for Dr. Ponder to withdraw.

10. Indemnification: Dr. Henderson agrees to and does hereby indemnify, save and hold harmless the Board and Dr. Ponder (solely in his capacity as a reentry mentor) from any and all loss and damage (including court costs and reasonable attorneys' fees) arising out of a complaint, suit and/or any type of legal action against the Board and/or Dr. Ponder, the subject of which concerns care provided during the Reentry Period to a patient by Dr. Henderson. The intent of this Section is for Dr. Henderson to indemnify and hold harmless the Board, and Dr. Ponder (solely in his capacity as a reentry mentor) in the event that Dr. Henderson is sued along with the Board and/or Dr. Ponder arising out of patient-care that Dr. Henderson provided during the Reentry Period.

11. The Re-Entry Agreement shall become a public record within the meaning of Chapter 132 of the North Carolina General Statutes and shall be subject to public inspection and dissemination pursuant to the provisions thereof.

12. Dr. Henderson shall notify the Board in writing of any change in his residence or practice addresses within

ten (10) business days of the change.

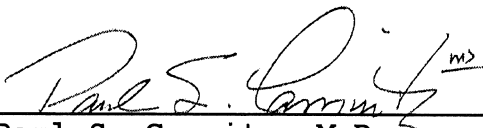
13. Dr. Henderson agrees not to seek any remedy or commence any action or legal proceeding of any nature or kind against Dr. Ponder arising out of his good faith performance of his duties as mentor.

14. The timeframes, terms, provisions and conditions of the Reentry Period may be changed in Dr. Ponder's discretion, except that written approval from the Board's Medical Director is required if the timeframes provided in the Reentry Period are to be reduced in any way. Such Medical Director approval shall not be unreasonably withheld and shall be confirmed in writing or by electronic mail.

By consent and agreement of all parties and by Order of the North Carolina Medical Board this the 28<sup>th</sup> day of January, 2014.

NORTH CAROLINA MEDICAL BOARD

By:

  
\_\_\_\_\_  
Paul S. Camnitz, M.D.  
President

Agreed to this the 17 day of January, 2014.

Melvin Lee Henderson, M.D.  
Melvin Lee Henderson, M.D.

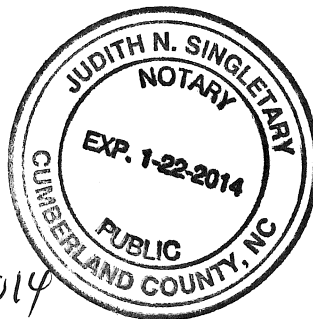
State of North Carolina

County of Cumberland

I, Judith N. Singletary, a Notary Public for the above named County and State, do hereby certify that Melvin Lee Henderson, M.D., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal  
This the 17th day of January, 2014.

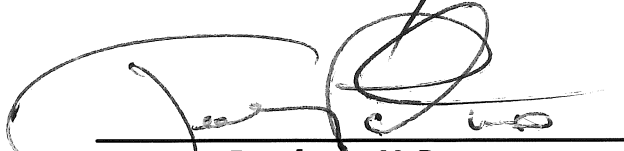
Judith N. Singletary  
Notary Public  
(SEAL)



My Commission expires: 1/22/2014



Agreed to this the 17<sup>th</sup> day of January, 2014.



Jerome Ponder, M.D.  
Agent of The North Carolina  
Medical Board

State of North Carolina

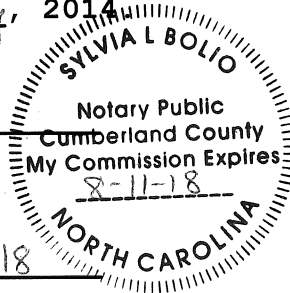
County of Cumberland

I, Sylvia L. Bolio, a Notary Public for the above named County and State, do hereby certify that Jerome Ponder, M.D., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal

This the 17<sup>th</sup> day of January, 2014

Sylvia L. Bolio  
Notary Public  
(SEAL)



My Commission expires: 8-11-18