

**CONSENT AGREEMENT
BETWEEN
RAMALINGAREDDY POLAMREDDY, M.D.
AND
THE STATE MEDICAL BOARD OF OHIO**

This CONSENT AGREEMENT is entered into by and between RAMALINGAREDDY POLAMREDDY, M.D., and THE STATE MEDICAL BOARD OF OHIO, a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

RAMALINGAREDDY POLAMREDDY, M.D., enters into this CONSENT AGREEMENT being fully informed of his rights under Chapter 119., Ohio Revised Code, including the right to representation by counsel and the right to a formal adjudicative hearing on the issues considered herein.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

- A. THE STATE MEDICAL BOARD OF OHIO is empowered by Section 4731.22(B)(26), Ohio Revised Code, to limit, revoke, suspend a certificate, refuse to register or reinstate an applicant, or reprimand or place on probation the holder of a certificate for "impairment of ability to practice according to acceptable and prevailing standards of care because of habitual or excessive use or abuse of drugs, alcohol, or other substances that impair ability to practice."
- B. THE STATE MEDICAL BOARD OF OHIO enters into this CONSENT AGREEMENT in lieu of formal proceedings based upon the violation of Section 4731.22(B)(26), Ohio Revised Code, as set forth in Paragraph D below, and expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4731. of the Revised Code, whether occurring before or after the effective date of this Agreement.
- C. RAMALINGAREDDY POLAMREDDY, M.D., is licensed to practice medicine and surgery in the State of Ohio.
- D. RAMALINGAREDDY POLAMREDDY, M.D., ADMITS that he received inpatient treatment for alcohol dependence at Brighton Hospital, Brighton, Michigan, from March 16, 1994, to March 30, 1994, after a nurse reported that he had returned to the hospital from his lunch hour with alcohol on his breath.

DOCTOR POLAMREDDY further ADMITS that he relapsed by consuming alcohol on December 31, 1994, and September 10, 1995.

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DOCTOR POLAMREDDY further ADMITS that his use of alcohol on September 5, 1995, resulted in a report by the nursing staff that he appeared at the hospital with alcohol on his breath.

DOCTOR POLAMREDDY STATES that in September and October 1995, he was evaluated by Chris Adelman, M.D., at St. Vincent Charity Hospital, a BOARD approved treatment facility, in Cleveland, Ohio.

DOCTOR POLAMREDDY further STATES that the recommendations of Dr. Adelman included the need for extended residential treatment, involvement in self help groups, and participation in psychotherapy.

DOCTOR POLAMREDDY further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that he received extended residential treatment at the Central Ohio Recovery Residence of Shepherd Hill Hospital, a BOARD approved treatment facility in Newark, Ohio, from October 25, 1995, to December 22, 1995.

DOCTOR POLAMREDDY further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that since completing treatment at the Central Ohio Recovery Residence, he has participated in weekly group counseling and Aftercare sessions at The Toledo Hospital, a BOARD approved treatment facility in Toledo, Ohio.

DOCTOR POLAMREDDY further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that in January 1996, he signed a two-year renewed advocacy contract with the Ohio Physician's Effectiveness Program.

DOCTOR POLAMREDDY further STATES and THE STATE MEDICAL BOARD OF OHIO ACKNOWLEDGES that he has maintained continued compliance with the terms of his Advocacy Contract with the Ohio Physician's Effectiveness Program.

DOCTOR POLAMREDDY further STATES that he did not engage in the practice of medicine from the time of his relapse in September 1995, through August 1996.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth and in lieu of any formal proceedings at this time, RAMALINGAREDDY POLAMREDDY, M.D., knowingly and voluntarily agrees with THE STATE MEDICAL BOARD OF OHIO, (hereinafter BOARD), to the following PROBATIONARY terms, conditions and limitations:

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1. DOCTOR POLAMREDDY shall obey all federal, state and local laws, and all rules governing the practice of medicine in Ohio;
2. DOCTOR POLAMREDDY shall submit quarterly declarations under penalty of BOARD disciplinary action or criminal prosecution, stating whether there has been compliance with all the conditions of this CONSENT AGREEMENT. The first quarterly declaration must be received in the Board's offices on the first day of the third month following the month in which the consent agreement becomes effective, provided that if the effective date is on or after the 16th day of the month, the first quarterly declaration must be received in the Board's offices on the first day of the fourth month following. Subsequent quarterly declarations must be received in the BOARD's offices on or before the first day of every third month;
3. DOCTOR POLAMREDDY shall appear in person for quarterly interviews before the BOARD or its designated representative, or as otherwise directed by the BOARD.

If an appearance is missed or is rescheduled for any reason, ensuing appearances shall be scheduled based on the appearance date as originally scheduled. (Example: The first quarterly appearance is scheduled for February, but based upon the doctor's serious personal illness he is permitted to delay appearance until April. The next appearance will still be scheduled for May, three months after the appearance as originally scheduled.) Although the BOARD will normally give DOCTOR POLAMREDDY written notification of scheduled appearances, it is DOCTOR POLAMREDDY's responsibility to know when personal appearances will occur. If he does not receive written notification from the BOARD by the end of the month in which the appearance should have occurred, DOCTOR POLAMREDDY shall immediately submit to the BOARD a written request to be notified of his next scheduled appearance;

4. In the event that DOCTOR POLAMREDDY should leave Ohio for three (3) continuous months, or reside or practice outside the State, DOCTOR POLAMREDDY must notify the BOARD in writing of the dates of departure and return. Periods of time spent outside Ohio will not apply to the reduction of this period under the CONSENT AGREEMENT, unless otherwise determined by motion of the BOARD in instances where the BOARD can be assured that probationary monitoring is otherwise being performed;
5. In the event DOCTOR POLAMREDDY is found by the Secretary of the BOARD to have failed to comply with any provision of this CONSENT

All screening reports and supervising physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR POLAMREDDY's quarterly declaration. It is DOCTOR POLAMREDDY's responsibility to ensure that reports are timely submitted;

9. The BOARD retains the right to require, and DOCTOR POLAMREDDY agrees to submit, blood or urine specimens for analysis upon request and without prior notice. DOCTOR POLAMREDDY's refusal to submit a blood or urine specimen upon request of the BOARD shall result in a minimum of one year of actual license suspension;
10. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR POLAMREDDY shall submit for the BOARD's prior approval the name of a monitoring physician, who shall monitor DOCTOR POLAMREDDY and provide the BOARD with quarterly reports on the doctor's progress and status. DOCTOR POLAMREDDY shall ensure that such reports are forwarded to the BOARD on a quarterly basis. In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, DOCTOR POLAMREDDY must immediately so notify the BOARD in writing, and make arrangements acceptable to the BOARD for another monitoring physician as soon as practicable. DOCTOR POLAMREDDY shall further ensure that the previously designated monitoring physician also notifies the BOARD directly of the inability to continue to serve and the reasons therefor;

All monitoring physician reports required under this paragraph must be received in the BOARD's offices no later than the due date for DOCTOR POLAMREDDY's quarterly declaration. It is DOCTOR POLAMREDDY's responsibility to ensure that reports are timely submitted;

11. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR POLAMREDDY shall undertake and maintain participation in an alcohol and drug rehabilitation program, such as A.A., N.A., or Caduceus, approved in advance by the BOARD specifically for DOCTOR POLAMREDDY, no less than three (3) times per week. Substitution of any specific program must receive prior BOARD approval; DOCTOR POLAMREDDY shall submit with each quarterly declaration required under Paragraph 2 of this CONSENT AGREEMENT acceptable documentary evidence of continuing compliance with this program;

12. DOCTOR POLAMREDDY shall maintain continued compliance with the terms of the aftercare contract entered into with his treatment provider, provided, that where terms of the aftercare contract conflict with terms of this CONSENT AGREEMENT, the terms of this CONSENT AGREEMENT shall control;
13. DOCTOR POLAMREDDY shall provide continuing authorization, through appropriate written consent forms, for disclosure by his treatment provider to the BOARD, to treating and monitoring physicians, and to others involved in the monitoring process, of information necessary for them to fulfill their respective duties and obligations;
14. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR POLAMREDDY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he is under contract to provide physician services or is receiving training; and the Chief of Staff at each hospital where he has privileges or appointments. Further, DOCTOR POLAMREDDY shall provide a copy of this CONSENT AGREEMENT to all employers or entities with which he contracts to provide physician services, or applies for or receives training, and the chief of staff at each hospital where he applies for or obtains privileges or appointments; and,
15. Within thirty (30) days of the effective date of this CONSENT AGREEMENT, DOCTOR POLAMREDDY shall provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, to the proper licensing authority of any state or jurisdiction in which he currently holds a license to practice. DOCTOR POLAMREDDY further agrees to provide a copy of this CONSENT AGREEMENT by certified mail, return receipt requested, at time of application to the proper licensing authority of any state in which he applies for licensure or reinstatement of licensure. Further, DOCTOR POLAMREDDY shall provide this BOARD with a copy of the return receipt as proof of notification within thirty (30) days of receiving that return receipt.
16. Any violation of Paragraph 6 or Paragraph 7 of this Agreement shall constitute grounds to revoke or permanently revoke DOCTOR POLAMREDDY's certificate. DOCTOR POLAMREDDY agrees that the minimum discipline for such a violation shall include actual license suspension. This paragraph does not limit the BOARD's authority to suspend, revoke or permanently revoke DOCTOR POLAMREDDY's certificate based on other violations of this Consent Agreement.

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17. DOCTOR POLAMREDDY AGREES that if any declaration or report required by this agreement is not received in the BOARD's offices on or before its due date, DOCTOR POLAMREDDY shall cease practicing beginning the day next following receipt from the BOARD of notice of non-receipt, either by writing, by telephone, or by personal contact until the declaration or report is received in the BOARD offices. Any practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
18. DOCTOR POLAMREDDY AGREES that if, without prior permission from the BOARD, he fails to submit to random screenings for drugs and alcohol at least as frequently as required by Paragraph 8 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation and shall refrain from practicing for thirty (30) days for the first instance of a single missed screen. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.
19. DOCTOR POLAMREDDY AGREES that if he fails to participate in an alcohol and drug rehabilitation program at least as frequently as required by Paragraph 11 of this CONSENT AGREEMENT, he shall cease practicing immediately upon receipt from the BOARD of notice of the violation, and shall refrain from practicing for fifteen (15) days following a first missed meeting. Practice during this time period shall be considered unlicensed practice in violation of Section 4731.41 of the Revised Code.

This CONSENT AGREEMENT shall remain in force for a minimum of two (2) years prior to any request for termination of said CONSENT AGREEMENT. Otherwise, the above described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

If, in the discretion of the Secretary and Supervising Member of the BOARD, DOCTOR POLAMREDDY appears to have violated or breached any term or condition of this CONSENT AGREEMENT, the BOARD reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

If the Secretary and Supervising Member of the BOARD determine that there is clear and convincing evidence that DOCTOR POLAMREDDY has violated any term, condition or limitation of this CONSENT AGREEMENT, DOCTOR POLAMREDDY agrees that the violation, as alleged, also constitutes clear and convincing evidence that his continued practice presents a danger of immediate and serious harm to the public for purposes of initiating a summary suspension pursuant to Section 4731.22(D), Ohio Revised Code.

DOCTOR POLAMREDDY acknowledges that he has had an opportunity to ask questions concerning the terms of this CONSENT AGREEMENT and that all questions asked have been answered in a satisfactory manner.

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

DOCTOR POLAMREDDY hereby releases THE STATE MEDICAL BOARD OF OHIO, its members, employees, agents, officers and representatives jointly and severally from any and all liability arising from the within matter.

This CONSENT AGREEMENT shall be considered a public record as that term is used in Section 149.43, Ohio Revised Code. It is expressly understood that this CONSENT AGREEMENT is subject to ratification by the BOARD prior to signature by the Secretary and Supervising Member and that it shall become effective upon the last date of signature below.

Further, this information may be reported to appropriate organizations, data banks and governmental bodies.

Ramalingareddy Polamreddy
Ramalingareddy Polamreddy, M.D.

9-30-96

DATE

Thomas E. Grotter
Thomas E. Grotter, M.D.
Secretary

10/9/96

DATE

Raymond J. Albert
Raymond J. Albert
Supervising Member

DATE

Anne C. Berry Strait
Anne C. Berry Strait, ESQ.
Assistant Attorney General

DATE

10/9/96

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STATE OF OHIO
DEPARTMENT OF REVENUE