

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

In re: )  
Venkatram Nethala, M.D. ) CONSENT AGREEMENT  
 ) FOR CONDITIONAL LICENSURE

This document is a Consent Agreement for Conditional Licensure, effective when signed by all parties, regarding the permanent application to practice medicine in the State of Maine filed with the State of Maine Board of Licensure in Medicine by Venkatram Nethala, M.D. The effect of this Consent Agreement is to issue a conditional license to practice medicine in the State of Maine to Venkatram Nethala, M.D. The parties to the Consent Agreement are: Venkatram Nethala, M.D. ("Dr. Nethala"), the State of Maine Board of Licensure in Medicine ("the Board") and the State of Maine Department of the Attorney General ("the Attorney General"). This Consent Agreement is entered into pursuant to 10 M.R.S. § 8003(5) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. On February 17, 2010, the Board received a "Permanent MD License Application" from Dr. Nethala. Dr. Nethala specializes in Cardiology and Internal Medicine. On his application for licensure, Dr. Nethala disclosed that he had been charged for Driving While Intoxicated in New Hampshire in February 2009. Dr. Nethala also indicated that: he had joined the New Hampshire Physician Health Program (NHPHP), and provided the Board with a copy of his contract with the NHPHP dated April 2, 2009; he had joined the Maine Medical Professional Health Program.

2. On or about February 19, 2010, the Board received information from Lakes Region General Hospital in Laconia, New Hampshire, indicating that in March of 2009 Dr. Nethala had entered into the New Hampshire Professional Health Program for alcohol dependency and was on leave of absence from that facility from March 27, 2009 until August 14, 2009 while undergoing treatment. The Board received no information to suggest that Dr. Nethala provided substandard treatment to his patients or actually endangered the health or safety of any of his patients.

3. On February 25, 2010, the Board received a copy of the Guildford, New Hampshire Police Department report regarding the arrest of Dr. Nethala on February 17, 2009, for Driving While Intoxicated. According to the police report, Dr. Nethala was stopped at approximately 7:10 p.m. for erratic operation, and was later tested as having a blood-alcohol content of .15. On August 4, 2010, the State of New Hampshire reduced the charge against Dr. Nethala from a misdemeanor criminal charge to a civil violation, which resulted in Dr. Nethala not being convicted of a crime,

4. On September 14, 2010, the Board reviewed Dr. Nethala's application for a

permanent Maine medical license, including the foregoing information. Following its review, the Board voted to offer Dr. Nethala this Consent Agreement for Conditional Licensure.

5. Absent Dr. Nethala's acceptance of this Consent Agreement for Conditional Licensure by signing and dating it in front of a notary and returning it to the Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before March 7, 2011, the matter shall be brought back to the Board for further action.

6. By signing this Consent Agreement, Dr. Nethala waives, in his personal capacity and through legal counsel, any and all objections to, and hereby consents to allow the Board's legal counsel to present this proposed Consent Agreement to the Board for possible ratification on March 8, 2011. Dr. Nethala waives, in his personal capacity and through legal counsel, forever any arguments of bias or otherwise against any of the Board members in the event that the Board fails to ratify this proposed Consent Agreement.

#### COVENANTS

7. Dr. Nethala neither admits nor denies the allegations contained herein. However, Dr. Nethala concedes that, based upon the evidence in possession of the Board that with regard to his application for a permanent Maine medical license, the Board has sufficient evidence from which it could reasonably conclude that Dr. Nethala engaged in habitual substance abuse that was foreseeably likely to result in his performing services in a manner that endangered the health or safety of patients. Dr. Nethala acknowledges that such conduct constitutes grounds for the denial of his application for a permanent Maine medical license pursuant to 32 M.R.S. § 3282-A(2)(B).

#### CONDITIONS OF LICENSURE

8. In light of the concessions in paragraph 7 above, as well as Dr. Nethala's acceptance of responsibility, his efforts to seek treatment and his commitment to refrain from the use of alcohol and to maintain a healthy and continuous recovery, the Board agrees to issue and Dr. Nethala agrees to accept a Maine medical license subject to the following conditions:

- a. ABSTINENCE. Dr. Nethala agrees that, following the execution<sup>1</sup> of this Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances" as used throughout this Consent Agreement shall mean: benzodiazepines; sedatives; hypnotics or similar drugs; opiates; alcohol; Fentanyl; morphine, Demerol, Vicodin, Percet, mood, consciousness or mind-altering substances, whether illicit or not; and all drugs which are dispensed to or prescribed for him by anyone other than a single primary care physician pursuant to paragraph 8(b) of this Consent Agreement, unless the circumstances constitute a genuine medical or surgical emergency.
- b.

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<sup>1</sup> For the purpose of this consent agreement the term "execution" shall mean the date that the final signature is affixed to this consent agreement.

(1). Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Nethala for a personal medical condition, Dr. Nethala or the Supervising Physician shall notify the Board by telephone and in writing within 48 hours or as soon thereafter as possible. This notice shall be followed by a written summary of all pertinent circumstances. The Board shall be apprised of all continuing pertinent circumstances regarding continued use of the controlled drug, and a written report thereof shall be submitted to the Board.

(2). Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Nethala agrees and understands that any reliable evidence of his use at any time in the future, whether in Maine or elsewhere, of any Prohibited Substance, including but not limited to benzodiazepines, sedatives, hypnotics, opiates, Fentanyl, morphine, Demerol, or alcohol, shall constitute a violation of this Consent Agreement, which **SHALL RESULT IN THE IMMEDIATE, INDEFINITE AUTOMATIC SUSPENSION OF LICENSURE, AND PROOF OF USE MAY RESULT IN PERMANENT REVOCATION OF LICENSURE.**

b. SINGLE PHYSICIAN. Dr. Nethala agrees and understands that, with the sole exception of medications permitted by the Board to be prescribed to him by his Board-approved treating psychiatrist, he shall only obtain his prescription medication(s) from a single primary care physician approved by the Board. Dr. Nethala agrees and understands that he will not make any unilateral changes to the medication regimen prescribed for him by his Board approved primary care physician. In addition, Dr. Nethala agrees that any and all prescriptions for medications that are prescribed to him by his Board-approved primary care physician and psychiatrist shall be filled by him in the State of Maine and at a single pharmacy.

c. SUBSTANCE MONITORING.<sup>2</sup> Dr. Nethala understands and agrees that, for the duration of this Consent Agreement, he will undergo some level of substance monitoring to test whether he has used a Prohibited Substance. The monitoring shall be through urinalysis testing and/or blood testing, and any other reliable method which may later be developed and approved by the Board. Dr. Nethala irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Dr. Nethala shall execute any and all releases necessary for the Board and/or the Attorney General to have full access to all data and reports pertaining to his substance monitoring.

(1). Supervising Physician. Dr. Nethala shall propose a Supervising Physician (the "Supervising Physician"), who shall be approved by the Board who shall have Dr. Nethala provide urine samples for testing for the presence of Prohibited Substances. Under no circumstances shall Dr. Nethala fail to appear and/or provide a urine sample for testing as required by this Consent Agreement.

(2). Process. All urine and/or blood samples shall be handled through legal chain of custody methods. All samples provided shall be analyzed by a certified

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<sup>2</sup> The substance abuse monitoring pursuant to this Consent Agreement may, at the approval of the Board, be performed by the Medical Professionals Health Program.

laboratory, which regularly handles drug monitoring tests. All samples shall be tested for the presence of Prohibited Substances, specifically including but not limited to alcohol.

(3). Frequency of Urine Testing. It is Dr. Nethala's obligation to ensure that all the samples are given and tests occur as specified in this Consent Agreement. Testing shall be randomly scheduled. Notwithstanding any other provision of this Consent Agreement, the Board, the Supervising Physician, or the Board's agent may request Dr. Nethala to submit to testing at any time. Failure to maintain this schedule or the random nature of the tests shall be cause for suspension, non-renewal or revocation of Dr. Nethala's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Nethala or a patient) exist which warrant less serious disciplinary actions being taken by the Board. For the indefinite period following the execution of this Consent Agreement, Dr. Nethala shall provide urine samples for testing for the presence of Prohibited Substances at least twice a month.

(4). Reporting Test Results. It is Dr. Nethala's responsibility to ensure that all test results are reported promptly to the Board.

(a). Immediate Report of Positive Test Results. Any test result evidencing any level of a Prohibited Substance, whether by urine or other sample, shall be reported to the Board by telephone and in writing within 24 hours or as soon thereafter as possible.

(b). Reporting Negative Test Results. Written reports of all tests shall be sent to the Board monthly, together with an explanation of the dates and times samples were provided and tests made, the type(s) of tests made, and the substances tested for (together with detectable levels tested for), and the test results. Dr. Nethala shall ensure that all reports are made to the Board in a timely fashion.

(c). Confidentiality Waived. With regard to the Board and its agents and any process to be pursued by the Board, Dr. Nethala hereby waives all claims of confidentiality and privilege with respect to all tests taken and test results pursuant to this Consent Agreement. Dr. Nethala shall execute any and all releases in order for the Board to obtain access to and copies of all urine test results.

(5). Rebuttable Presumption Raised by Positive Test. It is agreed and understood that a test evidencing the presence of any Prohibited Substance, shall raise a rebuttable presumption that such substance was in fact used by Dr. Nethala. Such a positive test result shall alone, including any test result showing the presence of ethyl glucuronide, be sufficient to prove the use of the Prohibited Substance by Dr. Nethala. Dr. Nethala further agrees that the result of the test may be admitted into evidence in any proceeding regarding his Maine medical license, whether before the Board or before a Court of competent jurisdiction. Dr. Nethala is hereby advised that the ingestion of poppy seeds, mouthwash and over the counter cough or cold medicines or remedies has from time to time been raised as a defense to a positive screen result for morphine, opiates and/or alcohol. For that reason, Dr. Nethala agrees to refrain from ingesting poppy seeds in any food substances, mouthwash and over the counter cough or cold medicines or remedies during the period of this Consent Agreement. In the event that Dr.

Nethala has a positive screen for morphine, opiates and/or alcohol, Dr. Nethala agrees that the ingestion of poppy seeds and/or mouthwash and/or over the counter cough or cold medicines shall not constitute a defense to such a positive screen.

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

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

(8). Failure to Maintain Sampling Schedule or Failure to Appear or to Provide Sample. Failure by Dr. Nethala: to maintain the sampling schedule; to appear when demanded to provide a sample; or to provide samples upon being demanded to do so shall be dealt with as follows:

(a). Report. If Dr. Nethala fails to appear to provide a sample, fails to maintain the sampling/testing schedule, or fails to provide a urine sample, then the Supervising Physician and Dr. Nethala must telephone the Board as soon as possible and send to the Board a written report of such failure within 48 hours.

(b). Second Opportunity to Provide Urine Sample. If Dr. Nethala appears when scheduled or ordered, but fails to provide an adequate sample, then with regard to urine, after accurate notation of any and all substances consumed (no substance shall be consumed which might affect the accuracy of the tests to be performed), a second opportunity to provide a urine sample shall be given after a reasonable time. A repeat failure or any refusal shall result in an immediate, indefinite suspension of medical licensure. The suspension shall begin the moment of the occurrence.

(c). Suspension. An immediate, indefinite suspension of licensure shall result from any failure by Dr. Nethala to comply with the mandated schedule of samples, failing to appear to provide a sample, or failing to provide a urine sample after given a second opportunity. The suspension shall begin the moment Dr. Nethala actually learns a report has been made or sent to the Board.

(d). Meeting with Board. Both Dr. Nethala and the Supervising Physician shall, at the discretion of the Board, be required to appear before the Board regarding this situation at its next regularly scheduled Board meeting, unless the next meeting is to be held within 15 days of the suspension, in which case they may be scheduled to appear at the subsequent regularly scheduled Board meeting.

(e). Board Action. The Board may order Dr. Nethala's Maine medical license reinstated or, if appropriate, may continue the suspension and may set the matter for hearing. The Board shall attempt to hold a hearing within 60 days of the automatic suspension, or as soon thereafter as practicable, at which time it may take such action as it deems appropriate, including without limitation, reinstatement, fines, probation, suspension, non-renewal and revocation.

(9). Amendment of Testing Provisions. After two (2) years of successful compliance with the terms and conditions of this Consent Agreement, Dr. Nethala may file a written application with the Board to amend the testing conditions. Upon written application by Dr. Nethala to the Board, the Board may amend the above agreed conditions for testing. Amendment of the testing conditions shall be in the sole discretion of the Board and shall be based upon such information as the Board deems pertinent. A decision regarding the amendment of testing provisions may be made by the Board, in its sole discretion, with or without providing a hearing. Any decision by the Board regarding a request to amend the testing conditions is not appealable. The Board can propose Amendment(s), which may or may not be agreed to by Dr. Nethala.

(10). Increasing Testing. For good cause shown (i.e., questionable reports or problems with providing samples), the Board can, in its sole discretion, without hearing, unilaterally increase the frequency of testing to the highest levels contemplated by this Consent Agreement, and may also add an additional four random tests per month. Any decision made by the Board pursuant to this paragraph does not require a hearing and is not appealable.

d. PROFESSIONAL MANAGEMENT.

(1). Substance Abuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Nethala shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Nethala shall consult and counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Nethala's compliance with this Consent Agreement, which consultations shall be at least twice monthly following the execution of this Consent Agreement.

(2). Single Primary Care Physician. Within thirty (30) days following the execution of this Consent Agreement, Dr. Nethala shall submit for Board approval the name of a primary care physician who shall prescribe all necessary medications for Dr. Nethala, and who shall coordinate Dr. Nethala's treatment and pharmacological therapy with the Board-approved substance abuse and psychological providers. Such physician shall be knowledgeable

of Dr. Nethala's medical history, including his substance abuse history. The Board shall retain the sole discretion, without hearing, to grant or deny approval of the primary care physician proposed by Dr. Nethala. Dr. Nethala acknowledges that any decision by the Board concerning this issue is not appealable.

(3). Prior Evaluation and Treatment Records. The Board and Dr. Nethala agree that Dr. Nethala shall execute all releases necessary to permit the transmission and disclosure of all records from previous treatment providers to the Board approved primary care physician and Board-approved treatment provider(s).

(4). Communication of Treatment Providers. The Board and Dr. Nethala agree that all treatment providers involved in his care shall have full communication allowed among themselves, any prior treatment providers and, when requested, with the Board or its agent(s). Dr. Nethala waives any privileges concerning such information, reports, records, and communications among his treatment providers and the Board.

(5). Amendment of Aftercare Treatment Requirements. After one (1) year of successful compliance with the terms and conditions of this Consent Agreement, Dr. Nethala may file a written application with the Board to amend his substance abuse treatment. The Board shall retain the sole discretion, without hearing, to grant or deny such application. Dr. Nethala acknowledges that any decision by the Board concerning this issue is not appealable.

(6). Change of Primary Care Physician or Treatment Provider(s). If Dr. Nethala desires to change his primary care provider or treatment provider(s), then he shall make written application to the Board, including among other things a letter regarding his reasons for requesting such change(s) and separate letters from the current primary care physician or treatment provider(s) and the proposed new primary care physician or treatment provider(s) relative to their understanding of the reasons for this request and, to the extent applicable, any concerns they may have. The Board shall retain the sole discretion to grant or deny such application without hearing. Dr. Nethala acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Dr. Nethala from proposing another primary care physician or treatment provider for approval. In requesting a change of primary care physician or treatment provider, Dr. Nethala understands that the Board may inquire into any issues it deems pertinent with any person, including, without limitation, the current primary care physician or treatment provider(s).

(7). Reports from Treatment Providers. Dr. Nethala shall ensure that on or before January 9<sup>th</sup>, April 9<sup>th</sup>, July 9<sup>th</sup>, and October 9<sup>th</sup> of each year following the execution of this Consent Agreement the Board-approved treatment provider(s) submit(s) to the Board a written report regarding: Dr. Nethala's compliance with his schedule of meetings; Dr. Nethala's ability to continue practicing medicine; and the prognosis of Dr. Nethala's continued recovery. In addition, the treatment providers shall immediately notify the Board in writing whenever: (1) in his/her professional judgment, Dr. Nethala poses a potential danger to the health, safety and welfare of patients; or (2) Dr. Nethala terminates treatment or is non-compliant with the treatment plan. Dr. Nethala hereby waives any privileges concerning such information, reports, records and disclosures to the Board.

(8). Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Dr. Nethala and/or the Board-approved treatment providers to obtain further information relative to Dr. Nethala. In addition, if the Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Dr. Nethala's treatment. In complying with this requirement, Dr. Nethala waives any privileges concerning such information, reports, records and disclosures to the Board. Dr. Nethala shall execute any and all releases necessary to enable the Board and/or the Attorney General to communicate directly with his treatment provider(s) and to obtain copies of any and all notes, records, and documentation concerning his treatment.

e. PROFESSIONAL OVERSIGHT.

(1). Clinical Setting Inspections. During the period of this Consent Agreement, Dr. Nethala shall provide the Board with all locations where he practices medicine.

(2). Physician Monitor. Within thirty (30) days following the execution of this Consent Agreement, Dr. Nethala must have a Board-approved practice monitor who shall monitor his medical practice. In complying with this requirement, Dr. Nethala shall submit to the Board for its approval the name of a proposed practice monitor, whom the Board has the sole discretion to approve or deny. The monitoring physician must be in direct contact with Dr. Nethala and observe him within his medical practice at least once a week, and inform the Board if Dr. Nethala demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate, absenteeism, substance abuse, incompetence, unprofessionalism or any other concerns. The monitoring physician shall report such information to the Board by telephone and in writing within 24 hours or as soon thereafter as possible. Dr. Nethala understands that the monitoring physician will be an agent of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Nethala shall permit the monitoring physician full access to his medical practice, including but not limited to all patient information. The Board-approved monitor shall provide the Board with reports regarding Dr. Nethala's medical practice on or before January 9<sup>th</sup>, April 9<sup>th</sup>, July 9<sup>th</sup>, and October 9<sup>th</sup> of each year following the execution of this Consent Agreement.

f. SELF-HELP GROUP MEETINGS.

(1). Attendance at AA and NA. Dr. Nethala agrees to attend Alcoholics Anonymous ("AA") and/or Narcotic Anonymous ("NA") or another non-faith-based self-help group meeting approved by the Board a minimum of twice per week from the effective date of this Consent Agreement.

(2). Impaired Physicians Self-Help Group. Dr. Nethala agrees that he shall attend self-help group meetings of an impaired medical professional group (*i.e.* Caduceus), on a regular basis for the term of this Consent Agreement. Meetings of the impaired professional self-help groups may not be substituted on a one-for-one basis with meetings of AA or NA.

(3). Reports of Attendance. Dr. Nethala shall submit a signed, written quarterly report of his attendance at AA, NA or impaired professional self-help group meetings to the Board beginning three months after the execution of this Consent Agreement. Any instances of failure to attend the required numbers of meetings shall be noted, together with specific explanation detailing reasons.

(4). Failure to Meet This Requirement. It is the parties' understanding that, periodically, reasonable explanations may exist for occasionally missing a meeting; however, unexcused continuous or repeated failures to comply with the requirements of this section shall constitute a violation of the Consent Agreement which, after hearing before the Board, can result in licensure discipline, including without limitation a fine, suspension, non-renewal, or revocation of Dr. Nethala's Maine medical license.

g. MAINTENANCE OF OBLIGATIONS WHEN AWAY

(1). General. Dr. Nethala agrees to maintain his obligations regarding substance monitoring and self-help group meetings at all times, including times when he is away from home but within the continental limits of the United States. Dr. Nethala will notify the Director of the Medical Professionals Health Program sufficiently in advance of travel to make whatever arrangements the Director deems appropriate for monitoring before he leaves. It shall be Dr. Nethala's obligation to ensure that arrangements are made consistent with this Consent Agreement in such other location(s) to ensure the continuation and satisfaction of his obligations under this Consent Agreement. Any such occurrences shall be noted in writing sent to the Board by Dr. Nethala explaining the arrangements made and how the arrangements were carried out.

(2). Failure to Comply. Any failure by Dr. Nethala to meet the conditions of the Consent Agreement outside of Maine shall constitute a violation of this Consent Agreement, and may result in the immediate suspension by the Board of Dr. Nethala's Maine medical license pending hearing, and, following hearing, other sanctions as permitted by law including but not limited to suspension, modification, or revocation of licensure.

h. INVOLVEMENT IN THE MAINE MEDICAL PROFESSIONALS HEALTH PROGRAM.

Dr. Nethala has entered into a contract with the Maine Medical Professionals Health Program and shall fully participate in that program as long as this Consent Agreement remains in force.

i. MAINTAINENCE OF LICENSE.

Dr. Nethala shall be required to maintain his Maine license to practice medicine for as long as this Consent Agreement remains in effect. In the event that Dr. Nethala applies for licensure in other jurisdictions during the term of this Consent Agreement, Dr. Nethala shall notify said jurisdiction of the existence of this Consent Agreement.

j. WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Nethala agrees and understands that the Board and the Department of Attorney General shall have complete access to his present and future personal medical and counseling records regarding chemical dependency and/or mental health issues and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Nethala for substance abuse and/or mental health issues. Dr. Nethala waives any privileges concerning such information, reports, or records, and agrees to execute any and all releases necessary to permit the Board access to such information. All releases must, in addition to waiving any relevant State law privileges or immunities, provide the Board with access to all material covered by 42 C.F.R., Part 2. In the event that the releases are not sufficient to obtain access to any information which the Board considers relevant, Dr. Nethala agrees to personally obtain such information and furnish it to the Board, to the extent permitted by law.

k. SANCTION FOR VIOLATION OF CONSENT AGREEMENT.

(1). Automatic Suspension. Any reliable oral or written report to the Board of violation(s) of the terms and conditions of this Consent Agreement as described above by Dr. Nethala shall result in the immediate, indefinite and automatic suspension of Dr. Nethala's Maine medical license. The automatic suspension of Dr. Nethala's Maine medical license shall become effective at the time that he receives actual notice from the Board that a report of violation(s) has been made. Actual notice can be provided by telephone, in person, in writing, by another means or any combination of the above-referenced means. The indefinite, automatic suspension shall continue until the Board holds a hearing on the matter, unless the Board earlier determines that the report is without merit or decides that no further sanction is warranted.

(2). Continued Suspension; Other Sanctions. Dr. Nethala's indefinite automatic suspension shall continue for such time until the Board holds a hearing and reaches a decision. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable (unless both Dr. Nethala and the Board agree to hold the hearing later) and shall be held pursuant to the Maine Administrative Procedure Act. The Board may impose such other discipline, including without limitation, fines, further suspension, probation, non-renewal or revocation of licensure, as the Board after hearing deems appropriate.

(3). General Acknowledgment. Dr. Nethala acknowledges that, pursuant to Title 10 M.R.S. § 8003(5)(B), his failure to comply with any of the terms or conditions of this Consent Agreement shall constitute grounds for disciplinary action against his Maine medical license, including but not limited to an order issued by the Board, after hearing, modifying, suspending, or revoking his license. In addition, Dr. Nethala agrees and acknowledges that, pursuant to 10 M.R.S.A. § 8003(5), the Board has the authority to suspend or revoke his Maine medical license for any violation of the terms or conditions of this Consent Agreement.

I. DESIGNATED COPY OF CONSENT AGREEMENT.

Dr. Nethala shall have his supervising physician, monitoring physician and all treatment providers read, date, and sign a copy of the Consent Agreement (the "Designated Copy"). Dr. Nethala shall retain a copy of the Consent Agreement signed by all of the aforementioned individuals at his Board-approved medical practice locations and shall produce it upon request of the Board or its agent(s). A copy of the signature page shall be made and sent to the Board. Dr. Nethala agrees that if new individuals assume the roles set forth in this Consent Agreement during the existence of this Consent Agreement, such individuals shall also read, date and sign the Consent Agreement, and he shall send a copy of the updated signature page to the Board.

Dr. Nethala shall provide a copy of this Consent Agreement to any hospital or medical practice with whom he is or becomes affiliated.

m. MISCELLANEOUS PROVISIONS.

(1). Notice. Unless otherwise specified in this Consent Agreement, written notice shall be deemed served upon mailing by first class mail, postage prepaid.

(a). Notice to the Board:

State of Maine Board of Licensure in Medicine  
Attention: Board Investigator  
137 State House Station  
Augusta, Maine 04333-0137  
Telephone: (207) 287-3601

(b). Notice to the Licensee:

Venkatram Nethala, M.D.  
The Aroostook Medical Center  
146 Academy Street  
Presque Isle, ME 04769

(2). Address Change. If Dr. Nethala changes jobs, moves his residence or practice, changes telephone numbers at work or at home, or secures privileges at a hospital, he shall provide written notice to the Board within ten (10) days of any such change. In addition, Dr. Nethala shall notify the Board of any attempts to seek licensure in another jurisdiction, and shall disclose to the licensing authority in such jurisdiction of his status with this Board.

(3). Costs. All costs incurred in performance of the conditions of this Consent Agreement shall be borne by Dr. Nethala. If a violation of this Consent Agreement is proven to have occurred, regardless of the sanctions imposed, the Board may require Dr. Nethala to reimburse the Board for all actual costs and attorney's fees incurred in proving such violation.

(4). Hearings. Unless otherwise specified, hearings shall be held consistent with the Maine Administrative Procedure Act.

(5). Severance. If any clause of this Consent Agreement is deemed illegal or invalid, then that clause shall be deemed severed from this Consent Agreement.

n. DURATION OF CONSENT AGREEMENT.

Dr. Nethala understands and agrees that the duration of this Consent Agreement is five (5) years from March 8, 2011. The conditions imposed by this Consent Agreement shall remain in effect for five (5) years following the execution of this Consent Agreement until or unless amended or rescinded in writing by the parties hereto.

o. AMENDMENT OF CONSENT AGREEMENT.

Dr. Nethala waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Nethala agrees that this Consent Agreement is a final order resolving Dr. Nethala's application for a permanent Maine medical license, and is not appealable and is effective until modified or rescinded by the parties hereto. This Consent Agreement cannot be amended orally. It can only be amended by a writing signed by the parties hereto and approved by the Office of Attorney General. Requests for amendments to this Consent Agreement by Dr. Nethala shall be made in writing and submitted to the Board. Dr. Nethala shall bear the burden of demonstrating that the Board should amend the Consent Agreement. The Board shall have the sole discretion to: (a) deny Dr. Nethala's request; (b) grant Dr. Nethala's request; and/or (c) grant Dr. Nethala's request in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Nethala's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

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

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

r. REPORTABLE DISCIPLINE. This Consent Agreement constitutes adverse licensing action and is reportable to the National Practitioner Data Bank, the Federation of State Medical Boards, and other licensing jurisdictions.

s. ADVICE OF COUNSEL. Dr. Nethala has had an opportunity to consult with legal counsel regarding the terms and conditions of this Consent Agreement.

t. WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

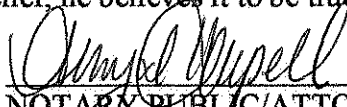
Dr. Nethala waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Dr. Nethala agrees that this Consent Agreement is a final order resolving his application for a permanent Maine medical license, and that it is not appealable and is effective until modified or rescinded in writing by the parties hereto.

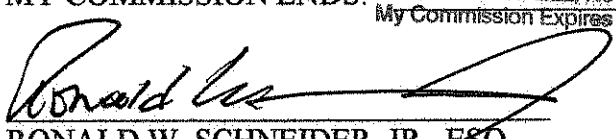
**I, VENKATRAM NETHALA, M.D., HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS CONSENT AGREEMENT, I WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO A HEARING BEFORE THE BOARD. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS CONSENT AGREEMENT. I SIGN THIS CONSENT AGREEMENT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS CONSENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.**

DATED: 3-8-11   
VENKATRAM NETHALA, M.D.

STATE OF New Hampshire  
Belknap, S.S.

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

DATED: March 8, 2011   
NOTARY PUBLIC/ATTORNEY  
MY COMMISSION ENDS: AMY I. HARPELL, Notary Public  
My Commission Expires May 17, 2011

DATED: 3/8/11   
RONALD W. SCHNEIDER, JR., ESQ.  
Attorney for Dr. Nethala

STATE OF MAINE  
BOARD OF LICENSURE IN MEDICINE

DATED: 3/15/2011

Sheridan R. Oldham, MD  
SHERIDAN R. OLDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT  
OF THE ATTORNEY GENERAL

DATED: 3/16/11

[Signature]  
DENNIS E. SMITH  
Assistant Attorney General

Effective Date: 3/16/11