

PROBATIONARY CONSENT AGREEMENT
BETWEEN
ROBERT LOUIS BELLUSO, D.O.,
AND
THE STATE MEDICAL BOARD OF OHIO

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OF OHIO

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This Consent Agreement is entered into by and between Robert Louis Belluso, D.O. [Dr. Belluso], and the State Medical Board of Ohio [Board], a state agency charged with enforcing Chapter 4731., Ohio Revised Code.

Dr. Belluso 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.

BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4731.22(B)(19), 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 “[i]nability to practice according to acceptable and prevailing standards of care by reason of mental illness or physical illness, including, but not limited to, physical deterioration that adversely affects cognitive, motor, or perceptive skills.”
- B. The Board enters into this Consent Agreement in lieu of formal proceedings based upon the violation of Section 4731.22(B)(19), Ohio Revised Code, as set forth in Paragraph E 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 Consent Agreement.
- C. Dr. Belluso holds an osteopathic training certificate in the State of Ohio, Training Certificate #58.001972.
- D. Dr. Belluso states that he does not hold a training certificate nor is he licensed to practice osteopathic medicine or surgery in any other state or jurisdiction.
- E. Dr. Belluso admits that on or about April 17, 2006, pursuant to Board order, he met with Board-approved evaluator, Mark Fettman, M.D., in Columbus, Ohio, for the purpose of undergoing a psychiatric evaluation for determining whether he is in violation of Section 4731.22(B)(19), Ohio Revised Code. Dr. Belluso further admits that the evaluator determined that while Dr. Belluso has a history of a severe mood

disorder, possibly Bipolar II Disorder, which is currently in full remission. Accordingly, Dr. Belluso admits that it was determined that he has no psychiatric conditions that prevent him from being able to complete residency training and practice medicine within the confines of his training according to acceptable and prevailing standards of care. Dr. Belluso further admits that in addition to this determination, it was nonetheless recommended that he continue his regular visits with his current treating psychologist, who has diagnosed him as having suffered from depression and anxiety.

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Dr. Belluso admits that he has been treated by two healthcare providers related to mental health issues; that his discharge from a former training program was precipitated by mental health issues; and that his current training program requires that he comply with routine visits with his current treating psychologist.

AGREED CONDITIONS

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, Dr. Belluso knowingly and voluntarily agrees with the Board to the following PROBATIONARY terms, conditions and limitations:

1. Dr. Belluso shall obey all federal, state, and local laws, and all rules governing the practice of medicine in Ohio.
2. Dr. Belluso 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 this Consent Agreement becomes effective. Subsequent quarterly declarations must be received in the Board's offices on or before the first day of every third month.
3. Dr. Belluso shall appear in person for an interview before the full Board or its designated representative during the third month following the effective date of this Consent Agreement. Subsequent personal appearances must occur every three months thereafter, and/or as otherwise requested 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.
4. Dr. Belluso shall obtain permission from the Board for departures or absences from Ohio. Such periods of absence shall not reduce the probationary term, unless otherwise determined by motion of the Board for absences of three months or longer, or by the Secretary or the Supervising Member of the Board for absences of less than three months, in instances where the Board can be assured that probationary monitoring is otherwise being performed.

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5. In the event Dr. Belluso is found by the Secretary of the Board to have failed to comply with any provision of this Consent Agreement, and is so notified of that deficiency in writing, such period(s) of noncompliance will not apply to the reduction of the probationary period under this Consent Agreement.
 6. The Board retains the right to require, and Dr. Belluso agrees to submit, blood or urine specimens for analysis of medications that may be prescribed to him, or for any other purpose, at Dr. Belluso's expense upon the Board's request and without prior notice. Dr. Belluso'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.

Mental Health Treatment

7. Within thirty days of the effective date of this Consent Agreement, Dr. Belluso shall submit to the Board for its prior approval the name and qualifications of a psychologist of his choice. Upon approval by the Board, Dr. Belluso shall undergo and continue psychological treatment no less than once every three weeks, or as otherwise directed by the Board. Dr. Belluso shall comply with his psychological treatment plan, including any future recommendations for psychiatric intervention and evaluation.

Dr. Belluso shall ensure that reports are forwarded by his treating psychologist to the Board on a quarterly basis, or as otherwise directed by the Board. The reports shall contain information describing Dr. Belluso's current treatment plan and any changes that have been made to the treatment plan since the prior report; Dr. Belluso's compliance with his treatment plan; Dr. Belluso's mental status; Dr. Belluso's progress in treatment; and results of any laboratory studies that have been conducted since the prior report. Dr. Belluso shall ensure that his treating psychologist immediately notifies the Board of his failure to comply with his treatment plan, and that his treating psychologist immediately notifies the Board of any determination that Dr. Belluso is unable to practice due to a psychiatric condition. It is Dr. Belluso's responsibility to ensure that quarterly reports are received in the Board's offices no later than the due date for Dr. Belluso's quarterly declaration.

In the event that the designated treating psychologist becomes unable or unwilling to serve in this capacity, Dr. Belluso must immediately so notify the Board in writing. In addition, Dr. Belluso shall make arrangements acceptable to the Board for another treating psychologist within thirty days after the previously designated treating psychologist becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Belluso shall ensure that the previously designated treating psychologist also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

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Monitoring Physician

8. Within thirty days of the effective date of this Consent Agreement, Dr. Belluso shall submit the name and curriculum vitae of a monitoring physician for prior written approval by the Secretary or Supervising Member of the Board. In approving an individual to serve in this capacity, the Secretary and Supervising Member will give preference to a physician who practices in the same locale as Dr. Belluso and who is engaged in the same or similar practice specialty.

The monitoring physician shall monitor Dr. Belluso and his medical practice, and shall review Dr. Belluso's patient charts. The chart review may be done on a random basis, with the frequency and number of charts reviewed to be determined by the Board.

Further, the monitoring physician shall provide the Board with reports on the monitoring of Dr. Belluso and his medical practice, and on the review of Dr. Belluso's patient charts. Dr. Belluso shall ensure that the reports are forwarded to the Board on a quarterly basis and are received in the Board's offices no later than the due date for Dr. Belluso's quarterly declaration.

In the event that the designated monitoring physician becomes unable or unwilling to serve in this capacity, Dr. Belluso must immediately so notify the Board in writing. In addition, Dr. Belluso shall make arrangements acceptable to the Board for another monitoring physician within thirty days after the previously designated monitoring physician becomes unable or unwilling to serve, unless otherwise determined by the Board. Furthermore, Dr. Belluso shall ensure that the previously designated monitoring physician also notifies the Board directly of his or her inability to continue to serve and the reasons therefore.

While Dr. Belluso participates in a residency program accredited by the ACGME or AOA, the Board shall accept a quarterly statement from the director of Dr. Belluso's residency program, or alternatively, from the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Belluso's clinical rotations, addressing Dr. Belluso's performance (clinical and otherwise) in the residency program, as well as his progress and status, if timely submitted, as satisfaction of the requirements of this paragraph. Should Dr. Belluso desire to utilize this option in lieu of having a monitoring physician while he participates in a residency program, Dr. Belluso shall so notify the Board by providing a writing, signed by both himself and his residency director, and, if applicable, by the attending physician specifically designated by the residency director as the person having responsibility to directly oversee Dr. Belluso's clinical rotations, to the Board before participating in the residency program. Further, should Dr. Belluso cease participation in an accredited residency or should he obtain full osteopathic medical

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licensure in Ohio and desire to practice outside his residency, or should his residency director or the designated attending physician become unable or unwilling to care for Dr. Belluso must immediately so notify the Board in writing and within thirty days make arrangements for a monitoring physician, as discussed above.

All residency director reports required under this paragraph must be received in the Board's offices no later than the due date for Dr. Belluso's quarterly declaration. It is Dr. Belluso's responsibility to ensure that reports are timely submitted.

Additional Psychiatric Evaluation

9. Dr. Belluso agrees that in the event he submits an application to the Board seeking a full unrestricted license to practice osteopathic medicine and surgery in the State of Ohio in the future, contemporaneous with the submission of such application Dr. Belluso shall cause to be submitted to the Board a written report indicating that Dr. Belluso's ability to practice has been assessed and that he has been found capable of practicing according to acceptable and prevailing standards of care.

The report shall be made by Mark Fettman, M.D., or another psychiatrist, approved in advance by the Board, who shall conduct a psychiatric examination of Dr. Belluso. Prior to the examination, Dr. Belluso shall provide the evaluating psychiatrist with copies of patient records from any prior evaluations and/or treatment that he has received, and a copy of this Consent Agreement. The report from the evaluating psychiatrist shall include the psychiatrist's diagnoses and conclusions; any recommendations for care, counseling, and treatment for the psychiatric diagnoses; any conditions, restrictions, or limitations that should be imposed on Dr. Belluso's practice; and the basis for the psychiatrist's determinations.

Said report required pursuant to this paragraph shall be based upon an examination occurring within the three months immediately preceding any application for licensure.

Releases

10. Dr. Belluso shall provide continuing authorization, through appropriate written consent forms, for disclosure by his healthcare providers 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.

Required Reporting by Licensee

11. Within thirty days of the effective date of this Consent Agreement, Dr. Belluso shall provide a copy of this Consent Agreement to all employers or entities with which he is under contract to provide health care services or is receiving training; and the Chief

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of Staff at each hospital where he has privileges or appointments. Further, Dr. Belluso shall provide a copy of this Consent Agreement to all employers or entities with which he contracts to provide health care services, or applies for or receives training, and the Chief of Staff at each hospital where he applies for or obtains privileges or appointments.

12. Within thirty days of the effective date of this Consent Agreement, Dr. Belluso 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 any professional license, or currently has an application pending for any professional license. Dr. Belluso 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 any professional license or for reinstatement of any professional license. Further, Dr. Belluso shall provide this Board with a copy of the return receipt as proof of notification within thirty days of receiving that return receipt.
13. Dr. Belluso shall provide a copy of this Consent Agreement to all persons and entities that provide Dr. Belluso mental health treatment or monitoring.

FAILURE TO COMPLY

If, in the discretion of the Secretary and Supervising Member of the Board, Dr. Belluso 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 Consent Agreement.

If the Secretary and Supervising Member of the Board determine that there is clear and convincing evidence that Dr. Belluso has violated any term, condition or limitation of this Consent Agreement, Dr. Belluso 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(G), Ohio Revised Code.

DURATION/MODIFICATION OF TERMS

All subsequent training certificates or other certificates that may be granted by the Board to Dr. Belluso shall be subject to the same probationary terms, limitations and conditions, unless otherwise determined by the Board, until Dr. Belluso has completed at least a two-year probationary period with the Board. Dr. Belluso shall not request modification to the probationary terms, limitations and conditions contained herein for at least one year. Otherwise, the above-described terms, limitations and conditions may be amended or terminated in writing at any time upon the agreement of both parties.

ACKNOWLEDGMENTS/LIABILITY RELEASE

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Dr. Belluso 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.

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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.

Dr. Belluso hereby releases the Board, 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. Further, this information may be reported to appropriate organizations, data banks and governmental bodies. Dr. Belluso acknowledges that his social security number will be used if this information is so reported and agrees to provide his social security number to the Board for such purposes.

EFFECTIVE DATE

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 shall become effective upon the last date of signature below.

Robert Belluso, D.O.
ROBERT LOUIS BELLUSO, D.O.

Lance A. Talmage, M.D.
LANCE A. TALMAGE, M.D.
Secretary

6/7/06
DATE

6-14-06
DATE

Raymond J. Albert
RAYMOND J. ALBERT
Supervising Member

6/18/06
DATE


STATE MEDICAL BOARD
OF OHIO
ANGELA M. SCOTT
Enforcement Attorney
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June 12, 2006
DATE