

BEFORE THE ARIZONA MEDICAL BOARD

In the Matter of

MARTIN L. BELL, M.D.
Holder of License No. 23962
For the Practice of Allopathic Medicine
In the State of Arizona.

Case No. MD-07-0700A

**CONSENT AGREEMENT FOR
RESTITUTION AND CONTINUING
MEDICAL EDUCATION**

(Nondisciplinary)

CONSENT AGREEMENT

By mutual agreement and understanding, between the Arizona Medical Board ("Board") and Martin L. Bell, M.D. ("Respondent"), the parties agree to the following disposition of this matter.

1. Respondent has read and understands this Consent Agreement and the stipulated Findings of Fact, Conclusions of Law and Order ("Consent Agreement"). Respondent acknowledges that he has the right to consult with legal counsel regarding this matter.

2. By entering into this Consent Agreement, Respondent voluntarily relinquishes any rights to a hearing or judicial review in state or federal court on the matters alleged, or to challenge this Consent Agreement in its entirety as issued by the Board, and waives any other cause of action related thereto or arising from said Consent Agreement.

3. This Consent Agreement is not effective until approved by the Board and signed by its Executive Director.

4. The Board may adopt this Consent Agreement or any part thereof. This Consent Agreement, or any part thereof, may be considered in any future disciplinary action against Respondent.

1 5. This Consent Agreement does not constitute a dismissal or resolution of
2 other matters currently pending before the Board, if any, and does not constitute any
3 waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any
4 other pending or future investigation, action or proceeding. The acceptance of this
5 Consent Agreement does not preclude any other agency, subdivision or officer of this
6 State from instituting other civil or criminal proceedings with respect to the conduct that is
7 the subject of this Consent Agreement.

8 6. All admissions made by Respondent are solely for final disposition of this
9 matter and any subsequent related administrative proceedings or civil litigation involving
10 the Board and Respondent. Therefore, said admissions by Respondent are not intended
11 or made for any other use, such as in the context of another state or federal government
12 regulatory agency proceeding, civil or criminal court proceeding, in the State of Arizona or
13 any other state or federal court.

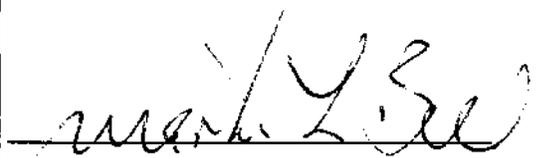
14 7. Upon signing this agreement, and returning this document (or a copy thereof)
15 to the Board's Executive Director, Respondent may not revoke the acceptance of the
16 Consent Agreement. Respondent may not make any modifications to the document. Any
17 modifications to this original document are ineffective and void unless mutually approved
18 by the parties.

19 8. If the Board does not adopt this Consent Agreement, Respondent will not
20 assert as a defense that the Board's consideration of this Consent Agreement constitutes
21 bias, prejudice, prejudgment or other similar defense.

22 9. This Consent Agreement, once approved and signed, is a public record that
23 will be publicly disseminated as a nondisciplinary action of the Board and will be reported
24 to the Arizona Medical Board's website.

1 10. If any part of the Consent Agreement is later declared void or otherwise
2 unenforceable, the remainder of the Consent Agreement in its entirety shall remain in force
3 and effect.

4 11. Any violation of this Consent Agreement constitutes unprofessional conduct
5 and may result in disciplinary action. A.R.S. § § 32-1401(27)(r) (“[v]iolating a formal order,
6 probation, consent agreement or stipulation issued or entered into by the board or its
7 executive director under this chapter”) and 32-1451.

8
9 
10 MARTIN L. BELL, M.D.

DATED: 9/25/09

1 **FINDINGS OF FACT**

2 1. The Board is the duly constituted authority for the regulation and control of
3 the practice of allopathic medicine in the State of Arizona.

4 2. Respondent is the holder of license number 23962 for the practice of
5 allopathic medicine in the State of Arizona.

6 3. The Board initiated case number MD-07-0700A after receiving a complaint
7 from a fifty-eight year-old female patient ("BC").

8 4. On May 9, 2006, BC was seen by Respondent for cosmetic surgery
9 consultation. There was no dated office note in BC's chart regarding the visit. Respondent
10 recommended bilateral upper and lower lid blepharoplasties, a face and neck lift, and
11 bilateral breast augmentation. BC requested to have the left breast augmentation and
12 blepharoplasties billed to her insurance; however, Respondent noted same in a
13 handwritten note for billing staff. BC was billed \$13,490 for all the procedures in advance.

14 5. A letter from United Health Care, B.C.'s insurer, dated May 24, 2006, states
15 that insurance coverage was available for the upper lid blepharoplasties, but makes no
16 mention on the breast reconstruction. There is also no specific mention in B.C.'s chart
17 regarding the ultimate financial disposition of the breast reconstruction.

18 6. Health insurers routinely cover breast reconstruction after breast cancer for
19 not only the affected breast, but also procedures on the opposite, normal breast, if needed
20 to obtain symmetry between the two.

21 7. Despite the potential for insurance coverage, B.C. was required to pay
22 \$13,490 for all of the procedures in advance. Prior to surgery, B.C. signed a document
23 entitled "PATIENT ACKNOWLEDGEMENT FORM FOR COMBINED INSURANCE PAID
24 AND PATIENT PAID COSMETIC SURGERY CASES." According to this document, when
25 self-pay "*Cosmetic Surgical Procedures*" are combined with insurance-billed "*Insurance*

1 *Surgical Procedures,*” patients must understand that there is no overlap between the fees
2 charged, and the monies paid for, these two distinctly different types of surgical
3 procedures. Whatever operating room time is required, whatever surgeon’s fees are
4 charged, and whatever anesthesia fees are charged for the *Cosmetic Surgical Procedures*
5 are charged to, and paid for, by the patient. Similarly, whatever operating room time is
6 required, whatever surgeon’s fees are charged, and whatever anesthesia fees are charged
7 for the *Insurance Surgical Procedures* are billed to the insurance company and will be paid
8 according to your insurance policy. These fees are completely separate from the cosmetic
9 surgery fees and there is no overlap of surgeon’s fees, operating room usage fees, or
10 anesthesia provider professional fees.”

11 8. Despite the fact that insurance coverage for the upper lid blepharoplasties
12 was confirmed prior to surgery, both the patient and the insurance company paid for the
13 upper lid blepharoplasties.

14 9. Although B.C.’s breast reconstruction was a billable procedure under her
15 insurance policy she paid for reconstructive surgery at cosmetic rates. .

16 10. The North Valley Outpatient Surgery Center (“North Valley”)), where
17 Respondent performed the procedure, did bill, and collect, from B.C.’s insurance company
18 for their operating room services, under ICD-9 diagnosis code V45.1 (acquired absence of
19 breast) and the CPT procedure code 19340 (insertion of breast implant for reconstruction).

20 11. On June 9, 2006, BC underwent a successful surgery. Subsequently, BC’s
21 insurer informed her that it had made full payment for the blepharoplasties.

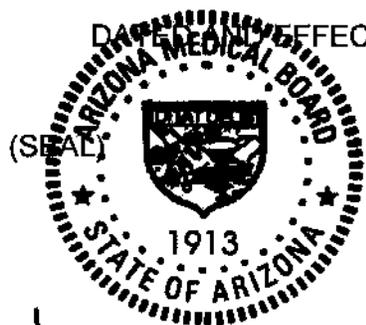
22 12. Respondent’s agreement with BC’s insurer provides: “You will not charge our
23 customers anything for services you provide if those services are covered services under
24 the benefits contract.”

1 of this Order's effective date will constitute unprofessional conduct pursuant to A.R.S. §32-
2 1401(27)(r) ("violating a formal order, probation, consent agreement or stipulation issued
3 or entered into by the board or its executive director under this chapter.")

4 2. Respondent shall obtain **8-10 hours** of Board Staff pre-approved Category I
5 CME in **ethics**. The CME hours shall be in addition to the hours required for the biennial
6 renewal of medical license. Respondent shall provide Board Staff with satisfactory proof of
7 attendance.

8 3. This Order is the final disposition of case number MD-07-0700A.

9
10 DATED AND EFFECTIVE this 7TH day of OCTOBER, 2009.



11 ARIZONA MEDICAL BOARD

12
13 By *Lisa S. Wynn*
14 Lisa S. Wynn
Executive Director

15 ORIGINAL of the foregoing filed
16 this 7 day of October, 2009 with:

17 Arizona Medical Board
18 9545 E. Doubletree Ranch Road
Scottsdale, AZ 85258

19 EXECUTED COPY of the foregoing mailed
20 this 7 day of October, 2009 to:

21 Amy Cotton
22 Melody Emmert
23 Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004-2391

24 EXECUTED COPY of the foregoing mailed
25 this 7 day of October, 2009 to:

1 Martin L. Bell, M.D.
Address of Record

2 *Kenneth Corley*
3 _____
Investigational Review

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