



Paul R. LePage
GOVERNOR

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE
137 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0137

Maroulla S. Gleaton, MD
CHAIRMAN

Randal C. Manning, M.B.A.
EXECUTIVE DIRECTOR

December 9, 2013

Michael Bell, M.D.
1 Nottingham Drive
Scarborough, ME 04074-9635

RE: Consent Agreement Release

Dear Dr. Bell:

This letter is to confirm that you have complied with the terms of your Consent Agreement dated December 9, 2008, and you have successfully completed its requirements. The Consent Agreement has expired December 9, 2013.

The Board will make reports to the National Practitioner Data Bank and to the Federation of State Medical Boards documenting your successful fulfillment and the resulting closure of the Consent Agreement.

Please let me know if you have any questions. I can be reached at (207)287-6931.

Sincerely,

Kathryn Levesque, EMT
Board Investigator

/kl

Cc: File

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>)	SECOND AMENDMENT TO
Michael A. Bell, .M.D.)	CONSENT AGREEMENT
Complaint No. CR08-134)	
)	

This document is a Second Amendment to a Consent Agreement for Conditional Licensure effective December 9, 2008, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Michael A. Bell, M.D.

The parties to this Second Amendment of that Consent Agreement are: Michael A. Bell, .M.D. ("Dr. Bell"), the State of Maine Board of Licensure in Medicine ("the Board"), and the Office of the Attorney General (the "Attorney General"). This Second Amendment to Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On December 9, 2008, the parties entered into a Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Michael A. Bell, M.D.

2. On September 13, 2011, the parties entered into a First Amendment to Consent Agreement, which amended paragraph 10(c)(5)(a) and deleted paragraph 10(c)(5)(c)(i) and a portion of paragraph 12(c)(2).

3. Paragraph 16 of the Consent Agreement provides Dr. Bell an opportunity to request to amend the terms and conditions of the Consent

Agreement.

4. On June 12, 2012, the Board reviewed a request from Dr. Bell to reduce the frequency of his counseling sessions to once every calendar quarter (once every three months). Following its review of this matter, which included a review of Dr. Bell's compliance with the conditions of the Consent Agreement, the Board voted to reduce the frequency of Dr. Bell's counseling sessions to "at least once every calendar quarter."

5. On July 10, 2012, the Board reviewed a request from Dr. Bell to reduce the frequency of his urine testing or in the alternative require hair and nail testing. Following its review of this matter, which included a review of Dr. Bell's compliance with the conditions of the Consent Agreement, the Board voted to reduce the frequency of Dr. Bell's random drug testing to "at least once a month."

AMENDMENT

6. In light of Dr. Bell's progress in recovery, including in-patient treatment and successful monitoring with negative drug screens for over three and one half years, Dr. Bell, the Board, and the Office of Attorney General hereby agree to the following amendments:

a. Paragraph 10(c)(4)(a) of the Consent Agreement dated December 9, 2008, shall be amended as follows:

(a). Substance Abuse Treatment. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bell shall submit for Board approval the name of a licensed individual or agency in the treatment of substance abuse with whom Dr. Bell shall consult and

counsel for the purpose of working on all issues pertaining to his substance abuse issues, including Dr. Bell's compliance with this Consent Agreement, which consultations shall be at least once per calendar quarter.

b. Paragraph 10(c)(3)(c) of the Consent Agreement dated December 9, 2008, shall be amended as follows:

(c). Frequency of Urine Testing. It is Dr. Bell'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. Bell 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. Bell's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Bell 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. Bell shall provide urine samples for testing for the presence of Prohibited Substances at least once a month.

7. Dr. Bell acknowledges by his signature hereto that all other terms and conditions of the Consent Agreement effective December 9, 2008, as amended by the First Amendment to Consent Agreement and the Second Amendment to Consent Agreement, remain in full force and effect.

8. Dr. Bell acknowledges by his signature hereto that he has read this Second Amendment to Consent Agreement, that he has had an opportunity to consult with an attorney before executing this Second Amendment, that he executed this Second Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

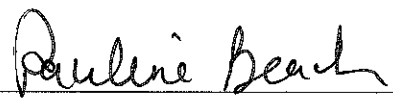
I, MICHAEL A. BELL, M.D., HAVE READ AND UNDERSTAND THE FOREGOING SECOND AMENDMENT TO CONSENT AGREEMENT AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS SECOND AMENDMENT, TOGETHER WITH THE FIRST AMENDMENT AND THE ORIGINAL CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 8/13/12


MICHAEL A. BELL, M.D.

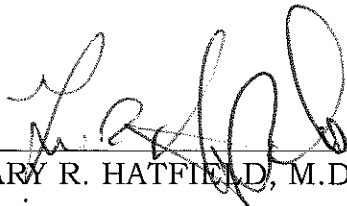
STATE OF MAINE
Washington, SS.

Before me this 13 day of August, 2012, personally appeared Michael A. Bell, M.D., who after first being duly sworn, signed the foregoing Second Amendment to Consent Agreement in my presence or affirmed that the signature above is his own.


Notary Public/Attorney at Law
My commission expires: 1-13-19
Pauline Beach

STATE OF MAINE
BOARD OF LICENSURE IN
MEDICINE


DATED: 9/11/12



GARY R. HATFIELD, M.D.,
Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 9/11/12



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 9/11/12

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

<u>In re:</u>)	FIRST AMENDMENT TO
Michael A. Bell, .M.D.)	CONSENT AGREEMENT
Complaint No. CR08-134)	
)	

This document is a First Amendment to a Consent Agreement for Conditional Licensure effective December 9, 2008, regarding a disciplinary action against and conditions imposed upon the license to practice medicine in the State of Maine held by Michael A. Bell, M.D. The parties to this First Amendment of that Consent Agreement are: Michael A. Bell, .M.D. ("Dr. Bell"), the State of Maine Board of Licensure in Medicine ("the Board"), and the Office of the Attorney General (the "Attorney General"). This First Amendment to Consent Agreement is entered into pursuant to 32 M.R.S. § 3282-A and 10 M.R.S. § 8003(5).

BACKGROUND

1. On December 9, 2008, the parties entered into a Consent Agreement regarding a disciplinary action concerning and conditions imposed upon the license to practice medicine in the State of Maine held by Michael A. Bell, M.D.
2. Paragraph 16 of the Consent Agreement provides Dr. Bell an opportunity to request to amend the terms and conditions of the Consent Agreement.
3. On May 9, 2011, the Board received a written request from Dr. Bell to amend the Consent Agreement in the following manner:

- a. By reducing the frequency of his substance abuse counseling and the frequency of his random drug testing; and
- b. By deleting the language of paragraphs 10(c)(5)(a) and 10(c)(5)(c)(i) because the American Board of Family Medicine (ABFM), which revoked his specialty certification following the Board's discipline of his Maine medical license, was refusing to reinstate his specialty certification based solely upon that language. With his written request to the Board, Dr. Bell submitted correspondence from the ABFM concerning this issue.

4. On June 14, 2010, the Board reviewed this matter and voted not to reduce the frequency of Dr. Bell's substance abuse counseling or random drug testing. However, the Board voted to request its legal counsel to prepare a draft amendment to the Consent Agreement regarding to amend the Consent Agreement by deleting the language of paragraph 12(c) of the Consent Agreement that prohibited Dr. Bell from self-diagnosing or self-treating.

AMENDMENT

5. In light of Dr. Bell's progress in recovery, including in-patient treatment and successful monitoring with negative drug screens for over three years, Dr. Bell, the Board, and the Office of Attorney General hereby agree to amend the Consent Agreement dated December 9, 2008, as follows:

- a. By amending paragraph 10(c)(5)(a) to read as follows:

Clinical Setting Inspections. During the period of probation, Dr. Bell shall provide the Board with all locations where he practices medicine. In addition, Dr. Bell shall permit the Board or its agents to conduct announced and/or unannounced inspections of all locations where he practices medicine. Dr. Bell shall reimburse the Board for any actual costs incurred as a result of any inspection performed pursuant to this section.

b. By deleting paragraph 10(c)(5)(c)(i), which prohibited his access to Pyxis machines and permitted him to possess limited types of controlled substances only in the presence of another hospital employee.

6. Dr. Bell acknowledges by his signature hereto that all other terms and conditions of the Consent Agreement effective December 9, 2008, as amended by this First Amendment to Consent Agreement, remain in full force and effect.

7. Dr. Bell acknowledges by his signature hereto that he has read this First Amendment to Consent Agreement, that he has had an opportunity to consult with an attorney before executing this First Amendment, that he executed this First Amendment of his own free will and that he agrees to abide by all terms and conditions set forth herein.

**I, MICHAEL A. BELL, M.D., HAVE READ AND UNDERSTAND
THE FOREGOING FIRST AMENDMENT TO CONSENT AGREEMENT**

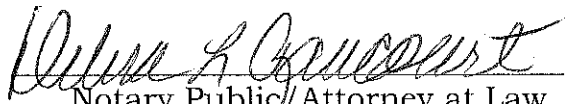
AND AGREE WITH ITS CONTENTS AND TERMS. I FURTHER UNDERSTAND THAT BY SIGNING I WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO FURTHER HEARINGS REGARDING THIS AMENDMENT. I ALSO WAIVE THE RIGHT TO APPEAL TO THE COURT REGARDING THIS AMENDMENT. KNOWING THIS, I SIGN IT VOLUNTARILY, WITHOUT ANY THREAT OR PROMISE. I UNDERSTAND THAT THIS FIRST AMENDMENT, TOGETHER WITH THE CONSENT AGREEMENT, CONTAINS THE ENTIRE AGREEMENT AND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN, OR OTHERWISE. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO SIGNING IT.

Dated: 08/24/2011


MICHAEL A. BELL, .M.D.

STATE OF MAINE
Cumberland, SS.

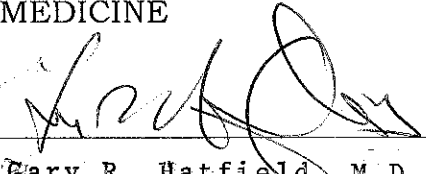
Before me this 24th day of August, 2011, personally appeared Michael A. Bell, M.D., who after first being duly sworn, signed the foregoing First Amendment to Consent Agreement in my presence or affirmed that the signature above is his own.


Notary Public/Attorney at Law
My commission expires:

DEBRA L. RANCOURT
Notary Public, Maine
My Commission Expires * 2-23-2014


STATE OF MAINE
BOARD OF LICENSURE IN
MEDICINE

DATED: 9/13/11


Gary R. Hatfield, M.D.
Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED: 9/13/11



DENNIS E. SMITH
Assistant Attorney General

Effective Date: 9/13/11

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE

In re:)
Michael A. Bell, M.D.) CONSENT AGREEMENT
Complaint Nos. CR08-134)

This document is a Consent Agreement, effective when signed by all parties, regarding disciplinary action against and modifications to and conditions imposed upon the license to practice medicine in the State of Maine issued to Michael A. Bell, M.D. The parties to the Consent Agreement are: Michael A. Bell, M.D. ("Dr. Bell"), 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)(B) and 32 M.R.S. § 3282-A.

STATEMENT OF FACTS

1. Dr. Bell has held a license to practice medicine in the State of Maine since March 25, 2003. Dr. Bell specializes in Family Practice.

2. On March 11, 2008, St. Mary's Regional Hospital notified the Maine Office of Attorney General that Dr. Bell had been recently diverting Percocet, an opiate, from the emergency department. According to the hospital, staff determined that two patients who were discharged from the emergency department were both missing two (2) Percocet tablets from their take home dosage. The hospital's chief pharmacist accessed the Pyxis, an automated drug storage system accessible only by authorized persons with codes, and found that Percocet prescriptions were remarkably high at times when Dr. Bell was working in the emergency department. The hospital reported that Dr. Bell had approached the hospital's administration and obtained direct access to Pyxis. The hospital also reported that a review of the prescription monitoring program indicated that Dr. Bell had recently received several prescriptions for Percocet from another physician who worked with Dr. Bell in the emergency department, and who denied issuing any prescriptions to Dr. Bell. According to the report, Dr. Bell admitted to hospital administration to taking the Percocet from the emergency department and to misusing the other physician's DEA registration.

3. On March 12, 2008, the Board staff received information from the Maine Office of Attorney General Health Care Crimes Unit (HCCU) that Dr. Bell had allegedly been stealing narcotic medication from the emergency room at St. Mary's Regional Hospital. In addition, the HCCU information reported that Dr. Bell has used another physician's DEA registration in order to acquire drugs.

4. On April 8, 2008, the Board reviewed the information provided by the Office of Attorney General and, pursuant to 32 M.R.S. § 3282-A, voted to initiate a complaint against Dr. Bell's Maine medical license. The Board docketed the complaint as CR08-134.

5. On or about August 20, 2008, the Board received a response from Dr. Bell to complaint CR08-134. In his response, Dr. Bell admitted that he diverted Percocet on a number of occasions from supplies that were supposed to be dispensed to patients. More specifically, Dr. Bell admitted that he diverted some or all of the Percocet that he was supposed to be providing to patients at the time of their discharge from the emergency department. According to Dr. Bell, on almost every occasion that he dispensed Percocet to patients in the emergency department it was not "permissible or indicated" for it be dispensed in the emergency room. Dr. Bell also admitted that he obtained a prescription for Vicodin, an opiate, from another physician with whom he worked in the emergency department, and that he altered that prescription without permission by indicating on it that it could be refilled twice. Dr. Bell admitted that he faxed this altered prescription to two different pharmacies, thereby acquiring a total of six (6) containers of Vicodin. Dr. Bell admitted that this conduct violated the standards for professional behavior for physicians.

Dr. Bell indicated that he attended residential treatment for his substance abuse and is actively engaged in aftercare treatment. According to Dr. Bell, he provided excellent care for his patients and worked well and congenially with other physicians, which is evidenced by the fact that St. Mary's Regional Hospital paid for his residential treatment and has retained him on staff to treat patients. Dr. Bell noted that he had voluntarily surrendered his DEA registration, recognizes that he suffers from opiate dependence, and accepts full responsibility for his actions.

6. On September 9, 2008, the Board reviewed complaint CR08-134. Following its review, the Board voted to schedule the complaint for an adjudicatory hearing. In addition, the Board authorized its legal counsel to negotiate a consent agreement to resolve complaint CR08-134 without hearing.

7. Absent Dr. Bell's acceptance of this Consent Agreement by signing and dating it in front of a notary and returning it to Maureen Lathrop, Investigative Secretary, Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137 on or before December 2, 2008, the matter shall be scheduled for an adjudicatory hearing at a later date.

8. By signing this Consent Agreement, Dr. Bell 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 December 9, 2008. Dr. Bell 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

9. Dr. Bell admits, based upon the evidence in possession of the Board that with regard to complaint CR08-133, the Board has sufficient evidence from which it could reasonably conclude that Dr. Bell: (i) engaged in the practice of fraud or deceit in connection with services rendered within the scope of his Maine medical license; (ii) 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; and (iii) engaged in unprofessional conduct by diverting and using opiates. Dr. Bell acknowledges that such conduct constitutes grounds for discipline of his Maine medical license pursuant to 32 M.R.S. § 3282-A(2)(A),(B), and (F).

DISCIPLINE/CONDITIONS OF LICENSURE

10. In light of the admissions in paragraph 9 above, as well as Dr. Bell's acceptance of responsibility, his efforts to seek treatment and his commitment to refrain from the use of illegal substances, the Board agrees to impose and Dr. Bell agrees to accept the following discipline:

a. A REPRIMAND. Dr. Bell agrees that he will never again divert or use drugs that he has prescribed to patients for their care and treatment.

b. A MONETARY PENALTY of One Thousand Dollars and Zero Cents (\$1,000.00). Dr. Bell shall ensure that he pays the monetary penalty within thirty (30) days following the execution¹ of this Consent Agreement. Payment shall be made by certified check or money order made payable to "Treasurer, State of Maine," and be remitted to Maria MacDonald, Investigator, Maine Board of Licensure in Medicine, 137 State House Station, Augusta, Maine 04333-0137.

c. A LICENSE PROBATION of five (5) years with the following conditions, which shall remain in place for five (5) years following the execution of this Consent Agreement unless this Consent Agreement is first amended or rescinded by agreement of all of the parties hereto:

(1). ABSTINENCE. Dr. Bell agrees that, following the execution of this Consent Agreement, he shall completely abstain from the use of any and all Prohibited Substances. "Prohibited Substances" as used

¹ For the purposes of this Consent Agreement, "execution" means the date on which the final signature is affixed to this Consent Agreement.

throughout this Consent Agreement shall mean: benzodiazepines; sedatives; hypnotics or similar drugs; opiates; alcohol; Fentanyl; morphine, Demerol, Vicodin, Percocet, 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 approved by the Board who is knowledgeable of Dr. Bell's medical history, including his substance abuse history, unless the circumstances constitute a genuine medical or surgical emergency.²

(a). Prescription Medication. If any controlled drug is dispensed or prescribed for Dr. Bell for a personal medical condition, Dr. Bell 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.

(b). Future Use of Prohibited Substances Shall Result in Loss of Licensure. Dr. Bell 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.**

(2). SINGLE PHYSICIAN. Dr. Bell 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. Bell 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 complying with this provision, Dr. Bell agrees that he will not self-prescribe or self-treat himself for any medical issues. In addition, Dr. Bell 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.

² Notwithstanding this provision, the Board may approve Dr. Bell's treating psychiatrist to continue to prescribe all psychotropic medications for Dr. Bell's psychiatric care and treatment so long as Dr. Bell ensures that his single primary care physician is informed of any such prescriptions and coordinates his care and treatment with his treating psychiatrist.

(3). SUBSTANCE MONITORING.³ Dr. Bell 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. Bell irrevocably agrees that the Board and the Maine Department of Attorney General will have full access to all test data and reports. Dr. Bell 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.

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

(b). 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 laboratory, which regularly handles drug monitoring tests. All samples shall be tested for the presence of Prohibited Substances, specifically including but not limited to opiates (*ie.* Fentanyl, morphine, Demerol).

(c). Frequency of Urine Testing. It is Dr. Bell'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. Bell 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. Bell's Maine medical license, unless proof of genuine emergent medical circumstances (for Dr. Bell 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. Bell shall provide urine samples for testing for the presence of Prohibited Substances at least once a week.

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

³ The substance abuse monitoring pursuant to this Consent Agreement may, at the approval of the Board, be performed by the Medical Professionals Health Program.

(i). 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.

(ii). 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. Bell shall ensure that all reports are made to the Board in a timely fashion.

(iii). Confidentiality Waived.

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

(e). 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. Bell. Such a positive test result shall alone be sufficient to prove the use of the Prohibited Substance by Dr. Bell. Dr. Bell 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.

(f). 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), then the result shall be the immediate, indefinite, automatic suspension of Dr. Bell'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. Bell 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.

(g). Board Hearing to Determine if Dr. Bell Used Any Prohibited Substance. After receiving a positive report evidencing use by Dr. Bell of any Prohibited Substance, the Board shall investigate the situation, including demanding a response from Dr. Bell. The Board will hold a hearing within 60 days of the automatic suspension or as soon thereafter as practicable

(unless both Dr. Bell and the Board agree to hold the hearing later) and it shall be held pursuant to the Maine Administrative Procedure Act.

(h). Failure to Maintain Sampling Schedule or Failure to Appear or to Provide Sample. Failure by Dr. Bell: 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:

(i). Report. If Dr. Bell 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. Bell must telephone the Board as soon as possible and send to the Board a written report of such failure within 48 hours.

(ii). Second Opportunity to Provide Urine Sample. If Dr. Bell 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.

(iii). Suspension. An immediate, indefinite suspension of licensure shall result from any failure by Dr. Bell 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. Bell actually learns a report has been made or sent to the Board.

(iv). Meeting with Board. Both Dr. Bell 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.

(v). Board Action. The Board may order Dr. Bell'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.

(i). Amendment of Testing Provisions. After two (2) years of successful compliance with the terms and conditions of this Consent Agreement, Dr. Bell may file a written application with the Board to amend the testing conditions. Upon written application by Dr. Bell 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. Bell.

(j). 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.

(4). PROFESSIONAL MANAGEMENT.

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

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

(c). Prior Evaluation and Treatment Records. The Board and Dr. Bell agree that Dr. Bell 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).

(d). Communication of Treatment Providers. The Board and Dr. Bell 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. Bell waives any privileges concerning such information, reports, records, and communications among his treatment providers and the Board.

(e). Amendment of Aftercare Treatment Requirements. After one (1) year of successful compliance with the terms and conditions of this Consent Agreement, Dr. Bell 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. Bell acknowledges that any decision by the Board concerning this issue is not appealable.

(f). Change of Primary Care Physician or Treatment Provider(s). If Dr. Bell 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. Bell acknowledges that any decision by the Board concerning this issue is not appealable. If the request is denied, nothing precludes Dr. Bell from proposing another primary care physician or treatment provider for approval. In requesting a change of primary care physician or treatment provider, Dr. Bell 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).

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

(h). Board Investigation. At any time the Board may deem appropriate, the Board or its agent may contact Dr. Bell and/or the Board-approved treatment providers to obtain further information relative to

Dr. Bell. In addition, if the Board deems it appropriate, it may directly contact the treatment providers regarding any issues concerning Dr. Bell's treatment. In complying with this requirement, Dr. Bell waives any privileges concerning such information, reports, records and disclosures to the Board. Dr. Bell 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.

(5). PROFESSIONAL OVERSIGHT.

(a). Clinical Setting. Prior to engaging in the practice of medicine pursuant to this Consent Agreement, Dr. Bell must have a Board-approved practice location. In complying with this requirement, Dr. Bell shall submit to the Board for its approval practice location(s), which locations the Board has the sole discretion to approve or deny. At the time of the execution of this Consent Agreement, the Board has approved the following practice locations regarding Dr. Bell:

St. Mary's Regional Medical Center
Campus Avenue
P.O. Box 291
Lewiston, ME 04243-0291

In addition, should Dr. Bell seek to change the location(s) of his medical practice, the Board may, as a condition of approving such location(s), require additional conditions upon Dr. Bell's medical license including but not limited to a physician monitor, a prohibition on Dr. Bell's possession or storage of certain drugs, and access to Dr. Bell's medical practice.

(b). Board Access to Medical Practice. Dr. Bell shall permit the Board or its agent(s) complete access to his medical practice locations, including but not limited to all patient records, employee records, office records, and office equipment to ensure his compliance with this Consent Agreement. In addition, Dr. Bell shall permit the Board or its agent(s) to conduct random and/or announced inspections of his medical practice locations to ensure his compliance with the terms and conditions of this Consent Agreement. Dr. Bell shall bear the cost of any such inspection(s) by the Board or its agent(s).

(c). Possession of Controlled Drugs. Dr. Bell agrees that following the execution of this Consent Agreement, he shall, subject to paragraph (i) below, completely abstain from the possession of Prohibited Substances, including but not limited to benzodiazepines, sedatives, hypnotics or similar drugs, opiates, Fentanyl, morphine, Demerol, Vicodin, Percocet, and alcohol. In complying with this provision, Dr. Bell agrees that:

(i). He shall not have direct access to any Pyxis machine, shall not order or accept samples or stocks of any Prohibited Substances, and shall not possess or have access to Prohibited Substances while at St. Mary's Regional Medical Center with the exception of Etomidate and Propofol, short-acting hypnotics used to induce conscious sedation for emergency medical treatment. Dr. Bell agrees and understands that he shall be allowed to possess and administer these hypnotics only in the presence of another hospital employee; and

(ii). He will not possess or have access to Prohibited Substances while at any other location outside of St. Mary's Regional Hospital and shall not order or accept samples or stocks of any Prohibited Substances.

(d). Physician Monitor. Within thirty (30) days following the execution of this Consent Agreement, Dr. Bell must have a Board-approved practice monitor who shall monitor his medical practice. In complying with this requirement, Dr. Bell 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. Bell and observe him within his medical practice at least once a week, and inform the Board if Dr. Bell demonstrates any issues with regard to isolation, inappropriate boundaries or decision-making, ability to concentrate, absenteeism, drug 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. Bell understands that the monitoring physician will be an agent of the Board pursuant to Title 24 M.R.S. § 2511. Dr. Bell 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. Bell's medical practice on or before October 9th, January 9th, April 9th, and July 9th of each year following the execution of this Consent Agreement.

(6). SELF-HELP GROUP MEETINGS.

(a). Attendance at AA and NA. Dr. Bell 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.

(b). Impaired Physicians Self-Help Group. Dr. Bell 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 be substituted on a one-for-one basis with meetings of AA or NA.

(c). Reports of Attendance. Dr. Bell 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.

(d). 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. Bell's conditional Maine medical license.

(7) MAINTENANCE OF OBLIGATIONS WHEN AWAY

(a). General. Dr. Bell 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. Bell 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. Bell'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. Bell explaining the arrangements made and how the arrangements were carried out.

(b). Failure to Comply. Any failure by Dr. Bell 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. Bell'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.

(8). INVOLVEMENT IN THE MAINE MEDICAL PROFESSIONALS HEALTH PROGRAM.

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

(9). MAINTAINENCE OF LICENSE.

Dr. Bell 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. Bell applies for licensure in other jurisdictions during the term of this Consent Agreement, Dr. Bell shall notify said jurisdiction of the existence of this Consent Agreement.

(10). WAIVER OF CONFIDENTIALITY AND RELEASE OF RECORDS.

Dr. Bell 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 mental health issues and to all otherwise confidential data pertaining to treatment or monitoring of Dr. Bell for substance abuse and mental health issues. Dr. Bell 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. Bell agrees to personally obtain such information and furnish it to the Board, to the extent permitted by law.

11. SANCTION FOR VIOLATION OF CONSENT AGREEMENT.

a. 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. Bell shall result in the immediate, indefinite and automatic suspension of Dr. Bell's Maine medical license. The automatic suspension of Dr. Bell'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.

b. Continued Suspension; Other Sanctions. Dr. Bell'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. Bell 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.

c. General Acknowledgment. Dr. Bell 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, after hearing, modifying, suspending, or revoking his license.

12. DESIGNATED COPY OF CONSENT AGREEMENT.

Dr. Bell 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. Bell 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. Bell 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.

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

13. BOARD'S JURISDICTION.

Dr. Bell acknowledges that the Board has jurisdiction over his license. Dr. Bell understands that, at the time the Board is agreeing to issue him this Conditional, Modified License, the Board has the statutory jurisdiction to revoke licenses. Pursuant to 10 M.R.S. § 8003(5)B, in consideration for the Board's issuing Dr. Bell his Maine medical license pursuant to this Consent Agreement, he agrees that, regarding any alleged violation of this Consent Agreement, the Board is granted jurisdiction to revoke his license or take such other disciplinary action as is available to the Courts, following an adjudicatory hearing conducted in accordance with the Maine Administrative Procedure Act.

14. MISCELLANEOUS PROVISIONS.

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

(i). 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

(ii). Notice to the Licensee:

Until December 15, 2008
Michael A. Bell, M.D.
401 Cumberland Avenue
Apt. 1604
Portland, ME 04101

After December 15, 2008
Michael A. Bell, M.D.
401 Cumberland Avenue
Apt. 1607
Portland, ME 04101

b. Address Change. If Dr. Bell 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. Bell shall notify the Board of any attempts to seek licensure in another jurisdiction, and shall disclose to the licensing authority in such jurisdiction his status with this Board.

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

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

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

15. DURATION OF CONSENT AGREEMENT.

Dr. Bell understands and agrees that the duration of this Consent Agreement is five (5) years. The probation and conditions imposed by this Consent Agreement shall remain in effect until amended or rescinded in writing by the parties hereto.

16. AMENDMENT OF CONSENT AGREEMENT.

Dr. Bell waives his right to a hearing before the Board or any court regarding all findings, terms and conditions of this Consent Agreement. Dr. Bell agrees that this Consent Agreement is a final order resolving complaint CR08-134, 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. Bell shall be made in writing and submitted to the Board. Dr. Bell 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. Bell's petition; (b) grant Dr. Bell's petition; and/or (c) grant Dr. Bell's petition in part as it deems appropriate to ensure the protection of the public. Any decision by the Board as a result of Dr. Bell's request to modify this Consent Agreement need not be made pursuant to a hearing and is not appealable to any court.

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

18. 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.

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

20. ADVICE OF COUNSEL. Dr. Bell has been represented by legal counsel, William B. Cote, Esq., with respect to the terms of this Consent Agreement.

21. WAIVER OF RIGHT TO APPEAL CONSENT AGREEMENT.

Dr. Bell waives his right to a hearing before the Board or any court regarding all facts, terms and conditions of this Consent Agreement. Dr. Bell agrees that this Consent Agreement is a final order resolving complaint CR08-134, and that it is not appealable and is effective until modified or rescinded in writing by the parties hereto.

I, MICHAEL A. BELL, 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 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: 12/1/08


MICHAEL A. BELL, M.D.

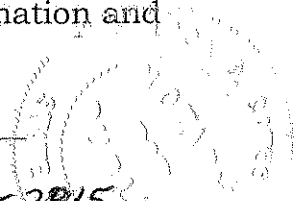
STATE OF Maine

Androscoggin County, s.s.

Personally appeared before me the above-named Michael A. Bell, 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: 12/01/08


NOTARY PUBLIC/ATTORNEY
MY COMMISSION ENDS: 9-05-2015



Lisa D. Cates
My Commission Expires
September 5, 2015

DATED: 12/1/08


WILLIAM B. COTE, ESQ.
Attorney for Dr. Bell

STATE OF MAINE
BOARD OF LICENSURE IN MEDICINE


DATED: 12/9/08


SHERIDAN R. OLDHAM, M.D., Chairman

STATE OF MAINE DEPARTMENT
OF THE ATTORNEY GENERAL

DATED:

12/9/08



DENNIS E. SMITH
Assistant Attorney General

Effective Date: