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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

121 South Fruit Street
Concord, New Hampshire 03301
Telephone 603-271-6766 · Fax 603-271-0597

Joseph G. Shoemaker
Technical Division Director

Peter D. Danles
Executive Director

Sheri Walsh
Health Division Director

May 16, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification to enter into an agreement with Nick Perencevich, M.D., Concord, NH 03301, vendor number 208627, in an amount not to exceed \$81,000, to serve as Physician Investigator of the Medical Review Subcommittee (MRSC) for a period of two years, effective July 1, 2019, or date of Governor and Council approval, whichever is later, through June 30, 2021. 100% Other funds.

Funds to support this request are in the following account in State FY 2020 & 2021:

01-21-21-215010-240600000 Division of Health Professions	<u>FY 2020</u>	<u>FY 2021</u>
046 – 500462 CONSULTANTS	\$40,500	\$40,500

EXPLANATION

RSA 329:17, V-a directs the Board to employ a physician as MRSC investigator on either a part time or full time basis at the discretion of the Board. The investigator is to assist in reviewing and investigating possible violations of the Medical Practice Act, RSA 329.

Because state employment was not provided for by RSA 329:17, V-a, the Board is required to seek an independent contractor to perform the required services. Accordingly, the Board advertised for bids in the Manchester Union Leader on February 8, 2019 and February 15, 2019. The Board received a bid from Nick Perencevich, M.D. (\$3,375/month based on 45 hours per month). Dr. Perencevich was the only bidder. The bid proposal, as submitted by Dr. Perencevich, was accepted by the Board at its meeting on April 3, 2019. Attached is the proposal submitted by Dr. Perencevich and the signed P-37 Contract.

Respectfully submitted,

Peter D. Danles
Executive Director

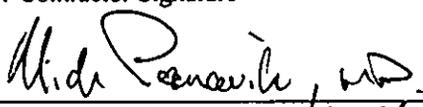
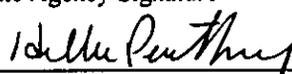
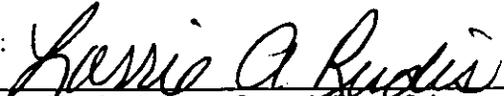
Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of State Office of Professional Licensure and Certification		1.2 State Agency Address 121 S. Fruit Street, Suite 301 Concord, NH 03301	
1.3 Contractor Name Nick Perencevich, M.D.		1.4 Contractor Address 57 Ridge Road, Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-7641	1.6 Account Number 01-21-21-215010-2406 - 046-500462	1.7 Completion Date 06/30/2021	1.8 Price Limitation \$81,000
1.9 Contracting Officer for State Agency Hallie Pentheny, Director of Finance		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nick Perencevich, M.D., Physician	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>4/29/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		KAREN J. CLAPP, Notary Public State of New Hampshire My Commission Expires January 27, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace KAREN J CLAPP, CLERK IV			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Hallie Pentheny, Director of Finance	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>5/22/2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5-14-2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties hereunder, shall become effective on the date Secretary of State or designee approves this Agreement as indicated in block 1.18, ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

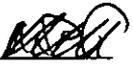
6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"); as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

*Inspector
Nick Remaich
4/29/19*
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State Initials 

Contractor Initials 

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

State Initials _____

Contractor Initials

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

RE: Physician Investigator Contractor – Office of Professional Licensure and Certification, Board of Medicine

EXHIBIT A
("The Services")

SCOPE OF WORK: The Contractor is responsible for investigations concerning complaints of quality of care, unprofessional conduct, and other issues as may be assigned by the Medical Review Subcommittee, which may constitute violations of the Medical Practice Act, RSA 329.

The Contractor shall:

1. Monitor and review all investigations conducted by the Medical Review Subcommittee (MRSC) on a timely basis;
2. Conduct specific investigations as required;
3. Coordinate information flow between members of the MRSC, its staff, its attorneys, and outside consultants;
4. Analyze and evaluate medical records to identify possible areas of substandard care or unprofessional conduct, and arrange for expert consultants when appropriate;
5. Provide assistance in settling and prosecuting of misconduct allegations;
6. Work cooperatively with members of the MRSC in case resolution;
7. Attend monthly MRSC meetings;
8. Prepare written and oral reports for the MRSC and the Attorney General's Office;
9. Testify at disciplinary hearings when warranted;
10. Perform other duties as necessary within the scope and responsibilities as designated by the Board or the MRSC.

EFFECTIVE DATES: The contract shall commence on July 1, 2019, if approved by Governor and Council, and shall terminate June 30, 2021.

EXHIBIT B
(Contract Price and Payment)

The contract price shall not exceed \$81,000 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$75.00 per hour with a minimum of 20 hours, and a maximum of 45 hours, of work per month. The Contractor shall submit invoices to the Board on a monthly basis in sufficient detail and will include, as a minimum, the number of hours worked and the nature of the work performed. All Board-approved invoices submitted for payment will be paid within 30 days of receipt.

EXHIBIT C
(Special Provisions)

The provisions of Paragraph 14 are deleted as inapplicable.

To: New Hampshire Board of Medicine
Executive Council
Office of the Governor

Feb. 8, 2019

From: Nick Perencevich, MD, FACS
██████████ Concord, N.H. 03301

Re: Re-application for position of Physician Investigator to the Medical Review
Subcommittee (MRSC) of the New Hampshire Board of Medicine

Qualifications:

I am a 71 year old General Surgeon recently fully retired from clinical practice (Dec. 2013). I was very involved in quality assurance activity at Concord Hospital from 1988 to 2010, which is when I retired from there. I was President of the medical staff there 2000 to 2002 and Vice President and Chair of the Credentials Committee 1998-2000. I started the Dartmouth surgical residency rotation in Concord in 1990 (still in existence). I also started the weekly morbidity and mortality teaching conference there in 2000 and still attend those weekly meetings since I now monitor and teach medical students. I was also Chief of Surgery at Concord Hospital 2008-2009.

After I retired from a full clinical practice in Concord in 2010 I continued teaching medical students there and still do so. I did work part-time at the VA in Manchester from 2010 to 2012 until going to Rwanda, Africa for 6 months working on a US State Department residency training project. On my return I worked part-time again for 10 months at New London Hospital in New London, N.H. until Dec. 2013. In 2011, while working at the VA, I worked on a surgical safety project at the Harvard School of Public Health under the direction of Drs. Atul Gawande and William Berry. Also in 2010 and 2011 I worked part time for the N.H. Social Security Disability Board reviewing disability requests. (CV enclosed)

I joined the MRSC in 2002 and completed two full terms until 2009. In 2010 I joined the full Board of Medicine, but resigned in July of 2012 to go to work in Africa. On my return, I expressed a desire to serve on the MRSC again if there was an opening after I gave up clinical work in Dec 2013. I joined the MRSC again in February 2014 and again enjoyed the work involved. When the position of Physician Investigator became available in June of 2014, with the retirement of Dr. Douglas Black, I applied for the position and have worked in that capacity since then, now almost 5 years.

I have never acted as an expert witness, although I have been asked, and I have been lucky so far in not having been named in a suit or complaint since entering practice in 1980 after finishing my training and military obligation.

My written and oral communication skills can most likely be judged best by those working with me on the MRSC in past and present, and the members of the Board who worked with me from 2010 to the present. Also I have worked closely and almost daily with all of the Board staff for nearly 5 years and they know my strengths and weaknesses.

I have an active license in N.H. and Massachusetts and have maintained my surgical board certification including recent maintenance of certification exams as well as again taking the full re-certification exam in Nov. 2017. I am certified through 2029. I also have active Basic Life Support certification. I intend to maintain all these credentials since teaching medical students and residents requires me being up to date. I was fortunate to have received a teaching award from Geisel/Dartmouth Medical School at their graduation/awards ceremony in Hanover almost 3 years ago. The teaching I do is mostly in Concord and does not interfere with the hours needed for the Physician Investigator position that I now have.

Observations and challenges of the last 5 years as Physician Investigator:

- We had been without an Executive Secretary (assistant to the investigator), now reclassified as Program Assistant II, from June 2014 until July 2015. This was because Ms. Jaime Netzley-Wrye left suddenly and was not successfully replaced for a full year. During that time Ms. Dori Lefebvre and I did the work of the Program Assistant II. In July 2015 that position had been very ably filled by Ms. Sharon Hebert. She left us in the fall of 2018 and has been replaced by Ms. Victoria Hebert, who has done an excellent job taking on a demanding job.
- The MRSC had been chronically short of physicians including several months when we were down four members. In the last 4 years we have re-filled positions in ER medicine, orthopedics, physician assistant and a public member. We also added a radiologist, an anesthesiologist/pain specialist and a psychiatrist in the last 4 years. This required interviews and training of all the new MRSC members. In 2018 we needed to replace positions in int. medicine, general surgery, and psychiatry due to term limits and one resignation. These were filled in a timely fashion. We still have a public member opening.
- The Board has held multi-day hearings on complex cases. I was asked to assist the prosecutors at times with their records review and to attend some of the hearings for physician/expert assistance.
- The volume of cases needing review and investigation reached an all-time high in 2014 and has continued to be high volume in 2015, 2016 and 2017. 2018's volume matched 2014.
- Outside expert reviews in 2014-2015 were over 60. This was also during the time that we were missing orthopedics, ER, and before we added radiology. The need for outside experts in 2015-2016 and 2016-2017 was lower at about 50/year. 68 outside expert reviews were needed in 2018.
- I have improved the procedures and timeliness for reviewing potential new cases. I am also conducting a more thorough review of cases prior to assignment, which requires reading and assessing all the

incoming information to make sure it is accurate and complete. This extra step appears to result in a faster turn-around time of reviews returning from MRSC members as well as outside experts and is due to our ability to anticipate the needs of the reviewer. Attempting to assure completeness in the reviews seems to result in less cases being sent back to the MRSC from the Board for further investigation. **In many ways this is the most time consuming and yet the most important part of my job. It clearly requires a physician very familiar in reviewing records to do the work.**

Additional Endeavors:

- I have developed a detailed log book of the outside experts reviewers we have used in the last 4 years (this was not done before) and graded their reviews. I find this log book very valuable and feel it will be helpful to my eventual successor. It also allows us to track the number and nature of outside expert reviews and compare them on a yearly basis. The book is currently being updated and it also may be useful to computerize it.
- For the last 3 years I have organized joint meetings of the MRSC and Board to discuss decision differences between the two groups on closed cases and also to understand Board policies and discuss standards of care. These meetings were previously formalized to twice a year. They are easier to organize now that the Board and MRSC meet monthly on the same day.
- For the last 3 years I have tabulated detailed analysis of all MRSC and Board votes, using significant differences as a basis for subsequent discussions on our now bi-annual joint meetings with the Board (our autopsy meetings)
- I have attended the public part of the monthly Board meeting to discuss MRSC issues and concerns and also mutual issues pertaining to both Groups. I have taken on this responsibility since we lost our Executive director. I have also, since losing our Executive Director, attended the monthly meetings of the New Hampshire Medical Society. It is here that legislative issues affecting the Board are discovered and discussed. I am then able to pass on this information to the Board and urge members to attend legislative hearings affecting the Board. I am hoping that an actual Board member will take on this responsibility in the next year.
- I had been very involved in the last year with changes to statute in regard to eliminating the "swing-physician" who was on the Board as well as the MRSC. This developed in 1986 when the MRSC was first formed. It is now widely felt that since the Physician Investigator is going to the monthly Board meetings as well as organizing the bi-annual joint autopsy meetings, that the "swing" position is no longer needed. Also with the consolidation of the Boards, the Medical Board has a 6 year statute of limitations Rule while the other boards had 5. Hopefully by working with State Senator Dan Feltes these two issues will be resolved by the legislature by this summer. It has required for me to testify at House and Senate hearings on these issues. This desired legislation passed last summer and became law on Jan. 1 2019.
- I have developed a more detailed 3 page job description outline (enclosed) that I think will be more useful than EHIBIT A "The Services" that accompanies the Contract Price and Payment form. I also think this will be useful to my eventual successor.

Analysis of working time:

I have kept track of my daily and monthly hours that I am working at the Board of Medicine Office. It has been quite stable at about 2 hours/ day 40-50 hrs./month. I probably do more hours than that per month at home, but it is variable and I do not think it should be billed for with my work pattern.

Analysis of payment:

I was told that my hours allowed (27) and therefore total payment in 2015-2016 went down not because of my performance, but because of restructuring and budget constraints. This was corrected for the last two years with the 45 hrs./month which I think is still a minimal but fair assessment. When I started in 2014 I asked for \$60/hr. since this was what I was payed from 2010-2012 when working at the NH Social Security Disability Board. This was for a base pay for physician review of disability cases, ie somewhat similar work. Last year when the base pay went to \$75.hr. at the Disability Board I asked for the same and this was approved and started in July 2018.

Therefore I make 45 hrs. X \$75/hr. = \$3,375/month x 12 = \$40,500 as of July 1 2018. I am not requesting a change.

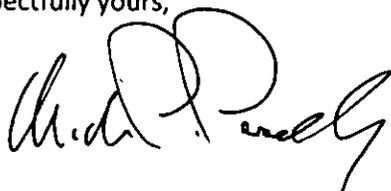
In understand that as in independent contractor that my job most likely will go out to bid every year. Personally I think this is a good idea since it allows me to have the independence of a contractor which gives me more flexibility in my job and it allows the Board to be looking yearly for qualified individuals to take my place.

Lastly, I very much enjoy the nature of the work. I find it intellectually stimulating and it clearly requires me to continuously update myself in many aspects of medicine and law. I also find the quality and intelligence of the whole Board of Medicine staff exceptional. The Board and I are lucky in my opinion to have such qualified people doing the staff work

It is a joy for me to work at the Board of Medicine!

Thank you for your consideration of my continuation as the Physician Investigator for the Board.

Respectfully yours,



2/8/19

Nick Perencevich, MD, FACS

The Contractor shall: a more detailed description of job requirements

- 1 Monitor and review all investigations conducted by the MRSC on a timely basis; evaluate all incoming initial information with the Board's Fraud Investigator (Dori) and her program assistant (Sharon H.); monitor all investigative material as it is received.
 - A. Evaluate all incoming initial information (currently done with Dori)
 1. Fill out intake (embryo sheet and start new case
 - a. If simple: request records, responses, acknowledgements sent., etc.
 - b. If not simple: (where's Waldo), start with getting Writs, records, responses to try to find the missing pieces.
Can't fill out intake sheet. Case ? covered under statute or rules and maybe anonymous and/or difficult to understand.....review with Board attorney/APU and present to Board as to whether an investigation needs to be done.
 - B. Monitor all investigative material as it comes in: (currently done with Dori)
 1. If complete: Carefully review medical records and see if they are complete enough for the investigation, i.e. does it include the time period and of the incident date and also see if the records are in such order to be reviewable, i.e. in chronological order, etc.
 2. If not complete: Request additional records when licensee is properly identified and get the licensee's help in getting the proper information. Also at this stage additional licensees may be added to the case either for their presumed misconduct or the need for additional information to better investigate the case.
- 2 Conduct specific investigations as required; performs an ROI in the area of his or her clinical expertise or provide a summary ROI of an outside expert's report.
 - A. Physician Investigator does an ROI in the area of his clinical expertise (when not recused)
 - B. Physician investigator does a "wrap-around" summary ROI of an outside expert's report as they come in after assignment. This required getting the outside expert's report in the ROI format and also looking up and commenting on the licensee's history (old ROI's) with the board. (when not recused) If recused assign an MRSC member to do the 'wrap-around' summary. There were 68 outside expert reviews in 2018.
- 3 Coordinate information flow between members of the MRSC, its staff, its attorneys and outside consultants; assigns cases to MRSC members in their areas of expertise when an investigation is complete and is available to MRSC members to respond to questions or assist in obtaining additional information when necessary.

2.

- A. Assign cases to MRSC members in areas of their expertise when an investigation is complete, simple or not simple (see above) and be available to MRSC members to answer questions and help obtain additional information to complete the ROI properly.
- B. When MRSC expertise does not exist, obtain within the State of N.H. when possible, an outside expert consultant to do the report in a timely fashion, without payment and with the understanding that the case could end up in a hearing for which they would be on the stand. Also be available to answer questions from the outside expert consultant and get additional information needed to complete a quality report (over 60 outside experts used in 2018).
- C. Develop and maintain an active list of outside expert consultants used past and present, develop a list of potential outside reviewers. Also maintain records of the timeliness of the return of the reports and also the quality of the reviews (graded A-C). Also communicate back with the outside expert consultants to not only thank them for the service to the Board, but also give them feedback as to the quality of their reports.

- 4 Analyze and evaluate medical records to identify possible areas of substantial care or unprofessional conduct, and arrange for expert consultants when appropriate.

Please Note: this is discussed above since the Physician Investigator does read and review all records as they come in prior to sending them to a MRSC or outside expert reviewer. Current modern day medical records are **more difficult** to evaluate for quality and completeness. The exception is legibility which is better due to more transcription and the EMR. However it is **more common than not** that a record, particularly from a hospital is not in chronological order and not sorted with regard to progress notes, nursing notes, labs, x-rays, etc. This therefore takes additional time to perform than it did in the past.

- 5. Provide assistance to the Administrative Prosecuting Unit (APU) in settling and prosecuting of allegations of misconduct; may need to be present at hearings and testify as necessary.

Please note: This consists of working with the APU in those cases that border on discipline and where discipline is needed and advisement of settlement or hearing is needed. This usually means separate meeting with the APU or being at a hearing as an assistant of the APU attorneys. The hours that this is needed per month are extremely variable. It can be many days at a hearing, but this is rare. Also testifying is rare.

- 6. Work cooperatively with members of the MRSC in case resolution; assist in selecting new members to the MRSC and meet with all members to discuss ongoing investigations.

Please note: See 3 A. and 2 B. above as to working with MRSC members. Prior to new MRSC members being chosen by the Board, the Physician Investigator helps Ms. Taylor and the Board as needed in the interviewing process. Also after MRSC members are chosen a 1-2 hr. orientation meeting is done with the Physician Investigator, the Fraud Investigator, and the Executive director, when we had one.

7. Attend monthly MRSC meeting; prepare written and oral reports for the MRSC membership and the Attorney General's Office; attend and present to the public session of the monthly Board of Medicine meeting. Organize a at least bi-annual joint meeting of the MRSC and the Board of Medicine. 3.

The MRSC meeting is usually 3-5 hrs. a month. Prior to the meeting at least 2 hrs. is devoted to meeting preparation. This is attended by the Fraud Investigator, The Program Assistant II, and the Physician Investigator. There is also a 1 hr. meeting on Board activity run by Ms. Taylor that the Physician Investigator attends. Total meeting time per month is therefore 7-8 hrs. , at a minimum.

Oral and written reports are done at the monthly MRSC meeting. At the beginning of the meeting new and old business issues are reviewed and discussed. This is mostly in regard to MRSC issues, but also at times pertaining to issues affecting the MRSC and the Board.

In regard to attending and presenting to the monthly public meeting of the Board of Medicine; this has been done in the last 3 years at 12:30 pm at the public session of the Board meeting. At that meeting the Physician Investigator orally presents (often written too) to the Board on timely topics for the Board to consider. Also MRSC statistics are shared here with the Board. This usually is done by 1:00 pm, but has been known to go on an hour.

Lastly in regard to organizing bi-annually (2 times/year) joint meetings of the MRSC and Board, this is where both groups jointly discuss decision differences in cases and policy. Only totally completed cases are discussed (ie. dead autopsy cases). This is important so that MRSC and Board members can get to know and understand each other and understand the differences in their work. It puts out fires out at the firewall and helps future functioning of both groups.

8. Perform other duties as necessary within the scope and responsibilities as designated by the Board or the MRSC:

Please note: This is a very common part of the job where physician input is needed. # 6 above with MRSC member interviewing is an example of that. An example was finding an ER physician MRSC member 3 years ago and there were more than 10 initial candidates. I was asked to interview them on the phone and rank them to help the Board with their decision. I am also asked to help with projects or issues that our previous Executive Director had been involved in, like DUI, telemedicine, medical marijuana, return to practice after a long time off., and how we should manage the disabled licensee. Either I or a Board member also attend the monthly meeting of the NH Medical Society. This activity is at least 2-3 hrs./ month. It is a very important meeting to attend, especially in regard to being informed of legislative issues affecting the Board. The Medical Society also helps us with advertising for positions on the Board and the MRSC . Usually when legislation affecting the Board of Medicine comes to hearings at the State House, a member of the Board representing the Board testifies. The Physician Investigator at times may have to testify because of their expertise or in lieu of a Board Member.

Name: Nick Peter Perencevich, M.D., FACS (Fellow American College of Surgeons)

Date of birth: [REDACTED]

Home: [REDACTED] Concord, NH 03301, [REDACTED] (CF) [REDACTED]

Current Office: NH Board of Medicine, 121 S. Fruit Street, Suite 301, Concord, NH 03301 603-271-1203

Former Offices: New London Hospital, New London, NH 2/5/20013-12/19/2013

Central Hospital University of Kigali, Kigali, Rwanda, Africa, 7/31/2012-12/14/2012

Veterans Hospital, Manchester, NH, 10/12/2010-7/3/2012

Concord Surgical Associates, Concord, NH, 1/1/2000-7/2/2010

Capital Surgical Associates, Concord, NH, 8/31/1998-12/31/1999

Hitchcock Clinic Concord, Concord, NH, 7/1/1988-8/30/1998

Andover Surgical Associates, Andover, Mass. 2/1/1980- 6/30/1988

Kirtland U.S. Air Force Hospital, Albuquerque, New Mexico, 1/31/1978-1/30/80

Social: [REDACTED]

Education: Harvard Medical School M.D. 1972

Geisel (Dartmouth) Medical School, Bachelor Medical Science (B.M.S.) 1970

Dartmouth College A.B. (cum laude) 1969

Euclid Public Schools. Euclid, Ohio, ending 1965

Postdoctoral training:

Internship and Residency: Peter Bent Brigham Hospital (now Brigham and Women's Hospital),
Boston, Mass. 6/1972-6/1976

Fellowships: Peter's Exchange Fellowship in General Surgery, Western Infirmary, University of
Glasgow, Glasgow, Scotland, 6/1976-6/1977

Arthur Tracy Cabot Fellow (Chief Resident) Peter Bent Brigham Hospital, Boston,
Mass. 6/1977-12/31/1977

American Cancer Society Tumor Fellowship, Peter Bent Brigham Hospital, Boston,
Mass. 6/1975-6/1976

Licensure and Certification: New Hampshire 1983-present, Massachusetts 1976-present

Certified, American Board of Surgery, 1977- present, re-certified
1988, 1996, 2006, 2017. Current certification ends 2029

Academic Appointments: Clinical Associate Professor of Surgery Geisel/Dart. Med School 2013-present
Instructor and Adjunct Associate Professor Geisel/Dart. Med School 2012
Adjunct Associate Professor of Surgery, Dartmouth Medical School 2000-2012
Adjunct Assistant Professor of Surgery, Dartmouth Medical School 1988-2000
Clinical Instructor in Surgery, Harvard Medical School 1980-1989
Assistant to the Chief of Surgery, Peter Bent Brigham Hospital, Boston 1977

Hospital Appointments: New London Hospital, New London, NH 2013-2015
Central Hospital Univ. Kigali, Rwanda Military Hospital, Butare Hospital,
Rwanda, Africa 8/1/2012 -present
VA Medical Center, Manchester, NH 2010-2012
Concord Hospital, Concord, NH 1988-2010 Active staff, Affiliate Staff 2010-on
New London Hosp. and Monadnock Hosp., NH, Consulting staff 1996-2004
Dartmouth Hitchcock Hosp., Lebanon, NH, Consulting Staff 1988-1990
Lawrence General Hosp., Lawrence, Mass. 1980-1988
Bon Secours Hosp., (now Holy Family) Methuen, Mass. 1980-1988
USAF Hosp., Kirtland Air Force Base, Albuquerque, NM, 1978-1980

Leadership Positions Non-Teaching:

New Hampshire Board of Medicine 2002-2012, Medical Review Sub-Committee of the
Board 2002-2008, Full Board member 2009-2012, Governor appointment
Physician Investigator for the NH Board of Medicine, July 2014-present
Reviewer NH Dept. of Disability and Social Security 2010-2011, Governor appointment
Chief of Surgery, Concord Hospital, Concord, NH 2008-2009
President of Medical Staff, Concord Hospital, Concord, NH 2000-2002
Vice President of Medical Staff, Concord Hospital, Concord, NH 1998-2000
Board Member, Concord Regional Visiting Nurses Association, 1995-2000
Liaison Cancer Fellow, American College of Surgeons, Concord Hosp., 1992-1998
Chairman, Concord Hospital Cancer Committee 1992-1998
Board of Directors, New Hampshire Humanities 2016- present
Board Member, Concord Community Music School 1989-1995, 1998-2004, 2013-2016
Vice President Medical Staff, Bon Secours Hosp., Methuen, Mass. 1987-1988
Chairman, Lawrence General Hosp. Cancer Committee, Lawrence, Mass. 1985-1988

Leadership Positions Teaching:

Geisel (Dartmouth) Medical School surgical representative to the Human Resources for
Health Program in Rwanda, Africa 2012 (HRH Program, Rwanda)
Alumni Council, Geisel (Dartmouth) School of Medicine 2011- present
Center for Health Equity (Global and National) Geisel (Dartmouth Medical School,
Board Member, 2014-present
Assistant Director, Geisel (Dartmouth) Med. Student 3rd year Core Surgery Rotation in
Concord, Concord, NH, 2010-present
Assistant Director, Dartmouth Surgical Resident Rotation at Concord 1998-2010
Director Dartmouth Surgical Resident Rotation at Concord 1990-1998 (started program)
Examiner for the American Board of Surgery 1996, 2000
Assistant Director Dartmouth Family Practice Residency in Concord 1994-2000
Clinical Instructor to 4th year medical students, Harvard Medical School, Brigham and
Women's Hospital, Boston, Mass. 1980-1988

Professional Societies:

Boston Surgical Society 2005-present
New England Surgical Society 1994-present, Program Committee 1997-2002, Chair 2002
New England Surgical Society, Vice President 2003-2004

Professional Societies (cont.)

New Hampshire Medical Society 1988-present, Merrimack Co. President 1992-1993,
Executive Council 2012-present and Board of Medicine representative 2015- on
Massachusetts Medical Society 1981-present, Sec.-Treasurer Essex Co. 1982-1985
American Cancer Society, board member, Mass. 1986-1988, NH 1996-2000
Fellow American College of Surgeons, 1982-present, member NH Chapter ACS 1988-2010

Research Interests:

Surgical patient safety research, July 2001-January 2012, working with Drs. Atul Gawanda
and William Berry at Harvard School of Public Health and CRICO, liability insurer for the
Harvard Medical School teaching hospitals.

Awards: 2015 Surgery Clerkship Award for Outstanding Contribution to Geisel Student Learning.
Presented at the Awards Ceremony, 6/5/2015 Moore Theater, Hopkins Center

Current teaching: 3rd year Geisel students during their core surgery rotations in Concord, 1st year
Geisel students in the gross anatomy lab. (Aug. to February) at the medical school in
Hanover

Publications:

1. Malcolm, A.W., Perencevich, N.P., Olson, R.M., Wilson, R.E.. Analysis of recurrence patterns following curative resection for carcinoma of the colon/rectum. SGO, 1981, Feb. 122(2) p. 131-6
2. Olson, R.M., Perencevich, N.P., Malcolm, A.W., Wilson, R.E.. Patterns of recurrence following curative resection of adenocarcinoma of the colon/rectum. Cancer, 1980, June 15:45 (12) p. 2969-75
3. Wilson, R.E., Perencevich, N.P., Olson, R.M., Steel, G. Jr.. Colorectal adenocarcinoma: Patterns of metastasis after curative resection and the role of serial CEA, Eur. Surg. Res. 1978: 10:115
4. Perencevich, N.P. the double gallbladder: a rare anatomical variant. Awaiting publication

Poster Presentation:

Human Resources for Health Program in Rwanda, Africa: New England Surgical Meeting, Sept. 20-22, 2013, Hartford, Connecticut