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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

121 South Fruit Street
Concord, N.H. 03301-2412

Telephone 603-271-3800 · Fax 603-271-0597

DAVID L. GROSSO
Executive Director

HALLIE A. PENTHENY
Director of Finance



October 25, 2019

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

REQUESTED ACTION

1. Authorize the Office of Professional Licensure and Certification to enter into an agreement with James T. Noble, M.D., Wolfeboro, NH 03301, vendor number 310724, in an amount not to exceed \$108,530, for a two year contract, to serve as Physician Investigator of the Medical Review Subcommittee (MRSC), effective November 1, 2019, or date of Governor and Council approval, whichever is later, through October 31, 2021. 100% Other funds.
2. Contingent upon approval of Requested Action #1, authorize the Office of Professional Licensure and Certification to accept and expend additional agency funds in the amount of \$22,945. The current Physician Investigator, through the RFP process, bid, and is paid, \$75/hour. Due to his pending retirement, a new RFP was issued and the sole bidder bid \$100.49/hour. This request is for the difference between the two amounts. 100% Other Funds

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

October 25, 2019

<u>Class</u>	<u>Description</u>	<u>Current</u>	<u>Requested</u>	<u>Revised</u>
		<u>Appropriation</u>	<u>Action</u>	<u>Appropriation</u>
FY20				
009 - 401867	Agency Income		-\$9,180	
046-500462	Consultants	\$42,612	\$9,180	\$51,792
FY21				
009 - 401867	Agency Income		-\$13,765	
046-500462	Consultants	\$42,612	\$13,765	\$56,377
TOTAL TWO YEARS			\$22,945	

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

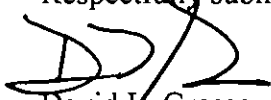
01-21-21-215010-240600000 Division of Health Professions	<u>FY 2020</u>	<u>FY 2021</u>
046 – 500462 CONSULTANTS	\$51,792	\$56,377

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. The Board received a bid from James Noble, M.D. (\$4,522.05/month based on 45 hours per month). Dr. Noble was the only bidder. The bid proposal, as submitted by Dr. Noble, was accepted by the Board at its meeting on September 4, 2019 and approved by the OPLC Health Professions Director. Attached is the proposal submitted by Dr. Noble and the signed P-37 Contract.

Respectfully submitted,


 David L. Grosso
 Executive Director

Office of Professional Licensure and Certification (OPLC - 021)
Program Description: Consultants - Physician Investigator
01-21-021-2150-24060000 - Health Professions

Beginning Balance 6/30/2019	2,207,790
FY 2020 Budget Estimated Revenue	6,919,516
FY 2020 Projected Revenue over Budget	<u>1,500,000</u>
Total FY 2020 Budgeted Funding	10,627,306
Less: FY 2020 Budgeted Expenditures	(6,919,516)
Less Current Requested Action	(9,180) (in FY20)
Projected Fund Balance as of 06/30/2020	3,698,610

STATE OF NEW HAMPSHIRE
Office of Professional Licensure and Certification
RFP # 2020-01
8/16/19 @ 12:00 PM

Physician Consultant
New Hampshire Board of Medicine

Vendor Name	Total Score
James T Noble, M.D. FACP	100

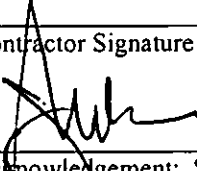
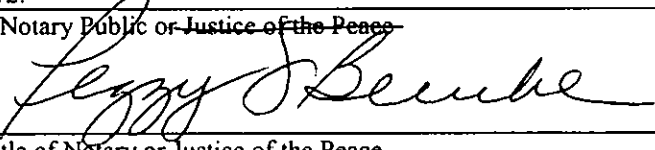
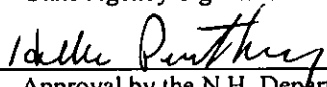
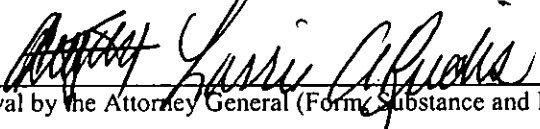

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name James T. Noble, M.D., FACP		1.4 Contractor Address 39 Red Brook Circle Wolfboro, NH 03894	
1.5 Contractor Phone Number 603-569-6496	1.6 Account Number 01-21-21-215010-2406 046-500462	1.7 Completion Date 10/31/2021	1.8 Price Limitation \$108,529.20
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 James T. Noble, M.D., FACP	
1.13 Acknowledgement: State of <u>New Hampshire</u> county of <u>Merrimack</u> On <u>10/10/19</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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> PEGGY S. BERUBE Notary Public - New Hampshire My Commission Expires April 5, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Peggy S. Berube, License Clerk</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Hallie Pentheny Dir of Finance	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>Oct 14, 2019</u> <u>October 21, 2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Oct 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, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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

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.

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.

EXHIBIT A
(The Services”)

Scope of Work: The Contractor shall be responsible for investigating quality of care issues including, but not limited to, medical malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints, and other issues which may constitute violations of the Medical Practice Act, RSA 329.

The Contractor is responsible for maintaining a current unrestricted license to practice medicine in the State of New Hampshire for the term of this Contract, at their own expense. Previous experience in quality assurance, medical/legal investigations are recommended but not required. The Contractor must have good written and oral communication skills and be able to effectively interact with varied and diverse groups. The Contractor shall independently review new incoming complaints, claims, suits and other issues involving licensees where the public could be adversely affected in a timely fashion.

The Contractor has the right to perform services for others during the term of the Contract.

The Contractor shall be responsible for any travel, equipment or other expenses associated with performing under the Contract.

Due to the secure nature of the work, the Contractor shall use the computer provided by the Board and may use office space provided as needed, or may perform work at home.

No employee benefits are available to the Contractor.

More specific duties include:

Assist OPLC Staff and MRSC in setting up investigations.

Review information received (hospital and office records, responses, pharmacy records, PDMP reports, NPDB reports, medical examiner reports, etc.) to ensure that all materials are in order and ready for Board Review.

Work with board investigator to assign cases for a review by MRSC member or outside expert if MRSC expertise is not available. Recruit and maintain a list of outside expert reviewers. Complete and write up reports of investigation.

Participate in monthly MRSC meetings.

Assist the Attorney General’s Administrative Prosecutions Unit (APU) in investigations and work with them in performing the MRSC’s investigations.

Maintain statistics on MRSC recommendations and board actions, reporting to the Board as requested. Facilitate meetings as requested between MRSC and the Board, to review trends and actions.

EXHIBIT B
(Contract Price and Payment)

The contract price shall not exceed \$108,529.20 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$100.49 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, of the General Provisions, Form P-37, are deleted as inapplicable.

Provision 3.1 of Paragraph 3, of the General Provisions, Form P-37, is amended as follows:

The Contract shall commence on November 1, 2019, if previously approved by the Governor and Executive Council, or on the date the Governor and Executive Council approve this Contract, whichever is later. The Contract shall terminate on October 31, 2021.

PHYSTATE OF NEW HAMPSHIRE

RESPONSE TO RFP 2020-01
PHYSICIAN CONSULTANT, NEW HAMPSHIRE BOARD OF MEDICINE

Qualifications:

I am a 69 year old infectious diseases specialist currently in full-time clinical practice. I am certified by the American Board of Internal Medicine in the specialty of Internal Medicine and in the Subspecialty of Infectious Diseases. My certifications are not time-limited and are therefore current.

I have been involved in Quality Improvement/Quality Performance activities for my entire career, most recently as Chairperson of the Infection Control Committee at Concord Hospital since 2007. Accomplishments associated with this role are summarized in my CV submitted along with this proposal. Prior to this position at Concord I was the chair of the Infection Control and Prevention Committee at Lakes Region General Hospital from 2001-2006, and I have served as a paid or volunteer adviser in Infection Prevention for Monadnock Community Hospital, Huggins Hospital, Littleton Regional Hospital, and Northeast Rehabilitation Hospital between 1989 and 2007.

While functioning as a Hospital Epidemiologist/Committee Chair, it has been necessary to investigate and to correct when indicated professional conduct either in direct peer-to-peer discussions or, more broadly, in development of policies and procedures of general application and for the conduct of specific procedures. I am familiar with guidelines from the U.S. Public Health Service, Centers for Disease Control and guidellnes from various medical and nursing specialties as they pertain

I have reviewed cases as an expert for the Board of Medicine and I have appeared at a NH Malpractice Panel hearing as an expert.

I have also occasionally engaged in reviewing malpractice cases for attorneys, both on behalf of doctors accused of medical malpractice and on behalf of patients injured in the course of medical treatment since 1985. In that period of time, I have reviewed approximately 100 cases and offered testimony as an expert witness, either by deposition or at trial approximately 20 times.

Since at least 2015, I have reviewed for clinical, epidemiological, and medicolegal purposes many case records transcribed from an Electronic Health Record. I utilize Cerner's EHR on a daily basis and have general familiarity with several forms of the EPIC EHR. Prior to utilizing the Cerner product I utilized several McKesson EHR modules from 2012-2017.

I have excellent written and oral communication skills. I am generally familiar with electronic databases presented in Microsoft Excel format and I am moderately skilled in collating information using this tool. I have excellent presentation skills using Microsoft PowerPoint, including the development and preparation of PowerPoint presentations.

I have had an unrestricted license to practice Medicine and Surgery in New Hampshire since 1989.

As a result of the above professional activities, I consider that I am an expert in all aspects of medical/surgical practice as it pertains to professional competence. I am familiar with generally applicable standards of care, the concepts of professional duty and breaches thereof, and of the relationship of the above to the causation of injuries arising in the course of professional practice.

As such, I am well qualified to investigate quality of care issues, including but not limited to medical malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints, and other issues which may constitute violations of the Medical Practice Act.

Proposed Scope of Work:

The description of the work in the RFP is quite general. I imagine that the following activities will take place on a regular basis, at least biweekly:

1. Monitor and review all investigations by the Medical Review Subcommittee (MRSC), performing an initial evaluation upon receipt of a complaint and requesting necessary records and other materials as necessary to evaluate a complaint.
2. Carefully review submitted materials for completeness and sufficiency to allow a determination to be made by the MRSC.
3. Conduct investigations as appropriate within my specialty areas, assign cases to outside experts as necessary
4. Coordinate flow of information among MRSC members, staff, attorneys, and outside consultants.
5. Interact with outside consultants so as to obtain timely and accurate reports.
6. Assist as required the Administrative Prosecuting Unit (APU) including attending hearings and offering testimony when appropriate.
7. Work in a collegial and cooperative manner with MRSC members to facilitate case resolution; meet with MRSC members as needed to discuss ongoing investigations.
8. Attend meetings of the MRSC monthly, after preparing oral and written reports covering cases to be discussed.
9. Attend and present to the monthly Public Sessions of the Board of Medicine as required.
10. Perform other duties as necessary within my scope of work as designated by the MRSC.

I would plan to be present at the Board location on South Fruit Street or otherwise conducting record reviews and preparing case summaries on average 2 hours/working day or approximately 45 hours/22 day working month. Because of my clinical schedule (4 ten hour days at present), it would be necessary to seek accommodation from my employer and I anticipate that I would be conducting Board-related activities on some working days for 4 hours and on some working days not at all. I would, of course, be present at all required meetings, including the regular Wednesday morning MRSC meeting.

Variations in the above proposed hours can be negotiated in the event that I receive an "intent to negotiate" notice from the Agency.

A copy of my most recent CV is attached to the email and should be submitted with this narrative.

Respectfully submitted,

James T. Noble, M.D., FACP

CURRICULUM VITAE

NAME: James Thomas Noble, M.D., FACP

Home Address: [REDACTED]
Wolfeboro, NH 03894
[REDACTED]

Office Address: Infectious Diseases
246 Pleasant Street, Suite 104
Concord, NH 03301
(603) 230-1939

Personal Data: DOB: [REDACTED]
Citizenship: USA
[REDACTED]

EDUCATION:

Premedical: Colgate University 1968-72
Hamilton, NY 13346
A.B. with honors 5/29/72

Medical: State University of New York 1972-76
Downstate Medical Center
M.D. 5/27/76

Postgraduate: Internship/Residency in Medicine 1976-79
Cornell Cooperating Hospitals
North Shore University Hospital
and Memorial Sloan-Kettering Cancer Center
Manhasset and New York, NY.

Fellowship in Infectious Diseases 1980-82
Tufts-New England Medical Center
Boston, MA.

CERTIFICATION: Diplomate, American Board of 1977
Medical Examiners

Diplomate, American Board of 1979
Internal Medicine – lifetime certificate

Certified in the Subspecialty 1982
of Infectious Diseases – lifetime certificate

LICENSURE: State of New Hampshire 1989-
Medicine and Surgery 8172

Commonwealth of Massachusetts 1980-2003
Medicine and Surgery 45815

State of New York 1977-1980
Medicine and Surgery 131154

**ADMINISTRATIVE
EXPERIENCE:**

**Section Chief for Infectious Diseases and Medical Director
of Infection Prevention and Control
Concord Hospital/Capital Region Healthcare** **2007-**

Created and led Multidisciplinary Team to Study and
Solve Problems, Utilizing Joint Practice Principles
Reduced Prosthetic Joint Infections to zero for several years
Reduced Central Line Associated Bloodstream Infections to Zero
Reduced Ventilator Associated Pneumonias to Zero
Achieved >95% Adherence to Hand Hygiene for several years
Reduced Prevalence of MRSA from 41% to mid-20s
Managed Outbreaks of Varicella, Pandemic H1N1 Influenza
Created and Trained an Ebola Response Team of 40 People
Developed and Implemented Innovative Program for
Direct ED/Office to Outpatient IV Antibiotic Treatment.

**Chair, Antimicrobial Subcommittee
Pharmacy and Therapeutics Committee
Concord Hospital** **2007-2103**

Developed and Implemented Best Practices for
Antimicrobial Use, Using Peer-to-Peer Interventions
and Staff Education.

**Consultant in Infection Prevention and Antimicrobial
Stewardship for Critical Access Hospitals** **2003-2008**

Developed familiarity with CMS Critical Access Program
Utilized CMS Guidelines and Federal Register to
develop and implement compliance and success with
certification in Littleton and Peterborough, NH.

**Medical Director, International Travel Clinic
Concord, NH** **2003-**

Created and Staffed a Travel Preparation Program,
providing Travel Advice, vaccines, and
prophylactic medications for over 3500 clients.

**Director, Infectious Diseases Center
and AIDS Program Coordinator
New England Medical Center
Boston, MA**

1988-2002

Recruited and Led Multidisciplinary Team, developed innovative practice models for ambulatory and home care of critically ill patients, developed protocols for high-tech home care, inpatient care, and end-of-life care, collaborated with government and NGO entities to optimize care in a rapidly-changing clinical and financial environment.

**Founding Clinical Director,
New York State AIDS Center
Stony Brook, NY**

1987-1988

Led a newly-created State-funded clinical program to provide comprehensive AIDS care for the population of Suffolk County, NY and adjacent areas, including inpatient, facility-based clinic, and home care services. Led a multidisciplinary team of medicine, nursing, advanced providers, social work, psychiatry, and pastoral care services.

**Section Head for Infectious Diseases
Director, Clinical Microbiology Service
Hospital Epidemiologist
Carney Hospital, Boston, MA**

1982-87

Provided consultative and administrative services at a 424-bed private voluntary hospital in inner-city Boston. Served as temporary UM director during a 6 week nursing strike when beds were reduced from 424 to 121, extensive peer-to-peer and staffing responsibilities during the strike.

Private Practice, Infectious Diseases

1982-87

**PROFESSIONAL
SOCIETIES:**

Fellow, American College of Physicians
Member, Infectious Diseases Society of America
Member, Society of Hospital Epidemiologists
of America
Member, American Society of Tropical Medicine and Hygiene
Member, International AIDS Society
Member, American Society for Microbiology

**MEDICAL STAFF
APPOINTMENTS:**

Attending Physician Infectious Diseases Section Concord Hospital Concord, NH 03301	2002-
Assistant Attending Physician Director, Infectious Disease Center New England Medical Center Boston, MA 02111	1988-2002
Consultant Physician Huggins Hospital Wolfeboro, NH 03894	1989-2008
Consultant Physician Northeast Rehabilitation Hospital Salem, NH	1997-2007
Consultant Physician Lakes Region General Hospital Laconia, NH 03246	1991-2012
Consultant Physician Littleton Regional Hospital Littleton, NH 03561	2004-2008
Consultant Physician Monadnock Community Hospital Peterborough, NH 03458	2003-2006
Consultant Physician Faulkner Hospital Jamaica Plain, MA 02131	1982-2002
Consultant Physician Milton Hospital Milton, MA 02186	1983-2002
Section Head, Infectious Diseases Director, Clinical Microbiology and Hospital Epidemiologist Carney Hospital	1982-87

Boston, MA 02124

COMMITTEES:	Chair of Infection Prevention & Control Committee Concord Hospital	2007-
	Chair, Infection Control & Epidemiology Lakes Region General Hospital	1991-2007
	Chair, Council of Boston Teaching Hospitals Subcommittee on Hospital-Community Health Center Relationships	1991
	Chair, New England Medical Center AIDS Task Force	1989-1995
	Program Committee (Clinical Track), VIII, XII and XIII International AIDS Conferences	1992-2001
	Chair, Infection Control Committee. Carney Hospital	1982-87

**FACULTY
APPOINTMENTS:**

Clinical Assistant Professor of Medicine Tufts University School of Medicine	2002-2005
Assistant Professor of Medicine Tufts University School of Medicine	1988-2002
Assistant Professor of Medicine Boston University School of Medicine	1982-1988

**SELECTED INVITED
PRESENTATIONS:**

Prosthetic Joint Infection Prevention: Getting to Zero
June 2011

An Introduction to Travel Medicine in the 21st century
December, 2010

MRSA for Clinical Laboratory Managers
November, 2008

Northeast Regional Nurse Practitioners Conference:
Fever of Unknown Origin May, 2005, May 2010
Antimicrobial Resistance in Vulnerable Populations May 2007

Emerging Infectious Diseases, June, 2005

Community Acquired Pneumonia, September 2004

Bioterrorism and Smallpox Preparedness
Concord, Littleton, Salem, Peterborough
Medical Staffs/First Responders