

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

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

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PETER D. DANLES
Executive Director

Telephone 603-271-6766 · Fax 603-271-0597

MELISSA VAN SICKLE
Director of Finance



March 14, 2018

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

REQUESTED ACTION

Authorize the Office of Professional Licensure, Division of Health Professions, Board of Medicine to exercise a renewal option of its contract with Nick Perencevich, M.D., vendor # 208627, Concord, New Hampshire, in an amount not to exceed \$40,500, to serve as Physician Investigator of the Medical Review Subcommittee (MRSC) for a period of one year effective July 1, 2018 through June 30, 2019. The original contract was Governor and Council item 30 dated August 3, 2016. The Office of Professional Licensure and Certification is a 125% agency, funded entirely by examination and licensing fees. 100% General funds

Funds to support this request are available in the following account for State Fiscal Year 2019.

01-21-21-215010-24060000 Medical Professions

046-500462 Consultants - Medical

FY 2019
\$40,500

EXPLANATION

RSA 329:17, V-a allows for the employment of a physician; however, the position has not been established under previous budget sessions. Therefore, to carry out the provisions of RSA 329:17, V-a, the Board is seeking to contract with a physician to perform the required investigatory services for one year while we address the situation during the 2020 – 2021 biennial budgeting. Accordingly, the Board voted and approved to renew Nick Perencevich's contract for another year on March 7, 2018. Said minutes are attached to this request, see section T3.

RSA 329:17, V-a states the investigator shall review and investigate possible violations of the Medical Practice Act conducted by the Medical Review Subcommittee (MRSC); attend monthly MRSC meetings; provide assistance in settling or prosecuting misconduct allegations; as well as testifying when necessary.

Respectfully submitted,

Handwritten signature of Melissa Van Sickle in black ink.

Melissa Van Sickle
Director of Finance

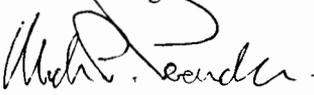
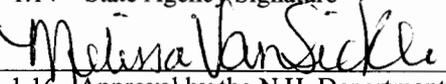
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 S. Fruit St, Ste 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	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$40,500
1.9 Contracting Officer for State Agency Melissa Van Sickle		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>MARCH 14, 2018</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KAREN CLAPP - Executive Secretary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>3/14/2018</u> <u>Melissa Van Sickle, Director of Finance</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>3/15/18</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/10/18</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

Contractor Initials 
Date 4/17/18

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.

Contractor Initials 
Date 4/17/18

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
Scope of 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; evaluate all incoming initial information with the Board's Fraud Investigator and Program Assistant II; monitor all investigative material as it is received.
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.
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 as necessary.
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 to the Administrative Prosecutions Unit (APU) in settling and prosecuting allegations of misconduct; may need to be present at hearings and testifies as necessary.
6. Work cooperatively with members of the MRSC in case resolution; may assist in selecting new members to the MRSC and meet with new members to discuss ongoing investigations.
7. Attend monthly MRSC meetings; prepare written and oral reports for the MRSC and the Attorney General's Office; Attend and present to the public session of the monthly Board of Medicine meeting. Organize a bi-annual joint meeting of the MRSC and the Board of Medicine.
8. 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, 2018, if approved by Governor and Council, and shall terminate June 30, 2019.

EXHIBIT B
Contract Price and Payment

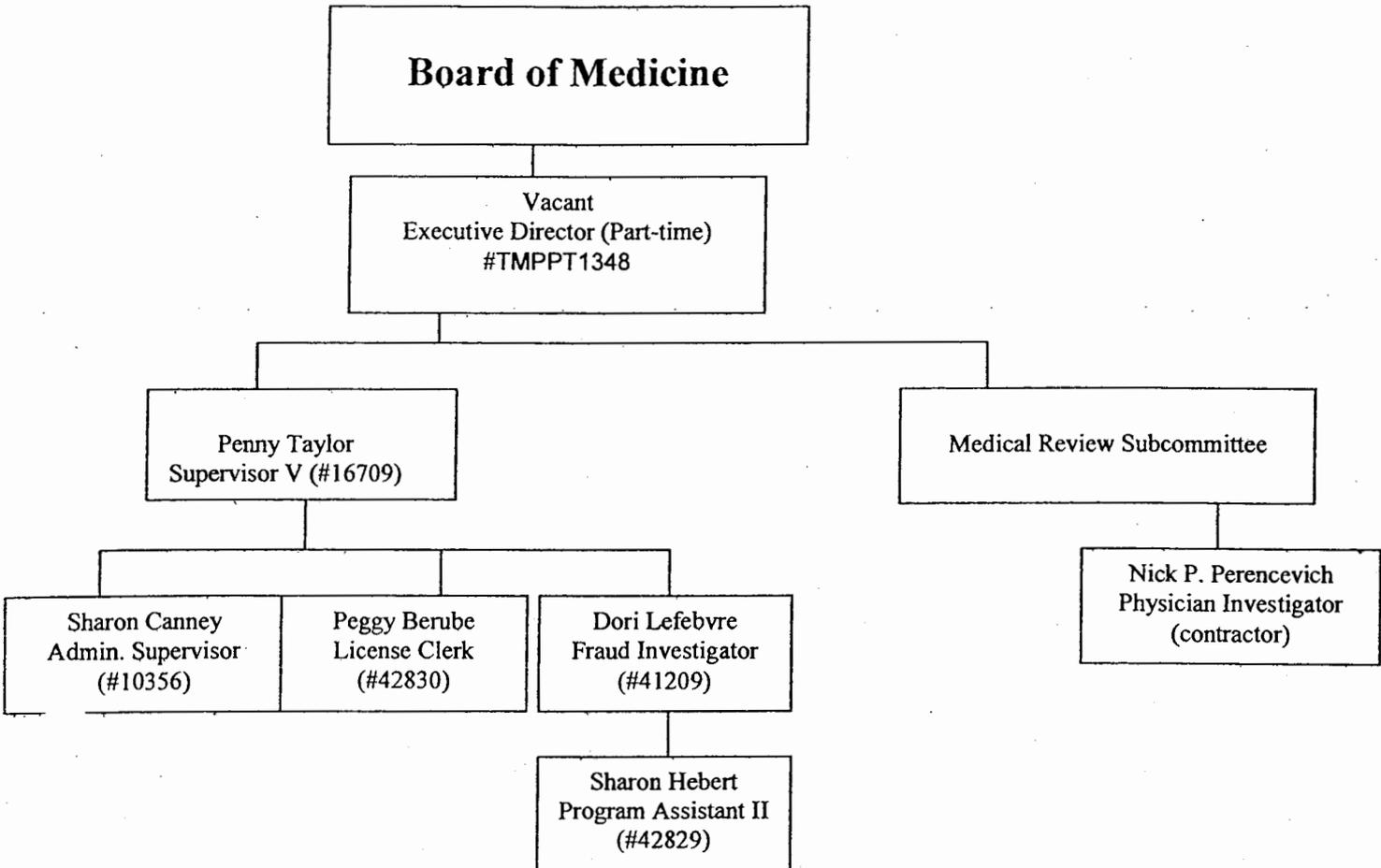
The contract price shall not exceed \$40,500 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$75.00 per hour with 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.

ORGANIZATIONAL CHART



MINUTES

March 7, 2018

STATE OF NEW HAMPSHIRE BOARD OF MEDICINE

The regularly scheduled meeting of the New Hampshire Board of Medicine was held at 121 South Fruit Street, Concord, New Hampshire on the above date, beginning at 8:00 A.M. Unless otherwise indicated, the members present and participating were: Emily R. Baker, M.D., President; John H. Wheeler, D.O.; Michael Barr, M.D.; Frank B. Dibble, Jr., M.D., DHHS Commissioner's Designee; David C. Conway, M.D.; Mark Sullivan, P.A. and Nina C. Gardner, Public Member. Absent were Daniel P. Potenza, M.D., Vice President and Gilbert J. Fanciullo, M.D.

Motion to commence 1st non-public session:

On motion of Mr. Sullivan, seconded by Dr. Conway, the Board voted to conduct a non-public session for the purpose of discussing investigations of alleged licensee misconduct, physician applications with irregularities and other confidential Board business and noting that such a non-public session is authorized by RSA 91-A:3, II (c), RSA 91-A:3, II (e), RSA 91-A:5, IV, RSA 329:18, I, RSA 329:18-a, IV, RSA 329:29, *Lodge v. Knowlton*, 119 N.H. 574 (1978), and the Board's executive and deliberative privileges. Each member recorded his or her vote on the motion, which passed by the unanimous poll vote of all members present.

1st NON-PUBLIC SESSION:

[Minutes kept separately]

Motion to keep minutes of 1st non-public session confidential:

Upon the motion of Mr. Sullivan and the second of Ms. Gardner, the Board voted to withhold the minutes of the preceding non-public session from public disclosure pursuant to RSA 91-A:3, III on the grounds that public disclosure would be likely to affect adversely the reputation of a person other than a board member and/or to render the proposed action ineffective and/or is not subject to public disclosure pursuant to RSA 329:18, I, RSA 329:18-a, IV or RSA 329:29. However, forty-eight hours after the mailing of any order, its respective vote shall automatically become public in accordance with RSA 329:18-a. Each member recorded his or her vote on the motion, which passed by the unanimous poll vote of all members present.

On motion of Mr. Sullivan, seconded by Ms. Gardner, the Board voted to go into public session.

**MINUTES
PUBLIC SESSION
BOARD OF MEDICINE
March 7, 2018**

MEETINGS/INTERVIEWS/HEARINGS WITH THE BOARD:

1:00 P.M. – Michelle Ricco Jonas, Program Manager, Prescription Drug Monitoring Program, to discuss the Venebio Opioid Advisor and potential concerns she has. Board Action: 3/7/18 – Discussion was held.

Actions authorized during 1st non-public session:

I. NEW APPLICATIONS:

PHYSICIAN TEMPORARY

LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for temporary license. Unanimous.

BICKLEY, Barry T., M.D. – Orthopaedic Surgery (Board Certified) – New York Medical College, 1990.

FISHEL, Joseph D., M.D. – Psychiatry (Board Certified) – Southwestern University, Matias H. Aznar Memorial College of Medicine in the Philippines, 1981.

RODRIGUEZ VALDES, Ernesto, M.D. – Family Practice (Board Certified) – Instituto Superior De Ciencias Medicas De La Havana in Cuba, 1993.

PHYSICIAN LICENSES: Board Action: 2/7/18 – On motion of Dr. Fanciullo, seconded by Dr. Barr, request additional information. Unanimous. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for full license. Unanimous.

FASANO, Erica J., M.D. – Psychiatry (Board Certified) – Dartmouth Medical School, 2011.

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for full license. Unanimous.

PAUL, Brian T., M.D. – Psychiatry – Dartmouth Medical School, 2008.

TEPPER, Deborah E., M.D. – Internal Medicine (Board Certified) – University of Washington School of Medicine, 1995.

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, invite Dr. Erdem to the April 4, 2018 meeting to discuss his training and his plans for practice in New Hampshire. Unanimous.

ERDEM, Can C., M.D. – Vascular Surgery – Marmara University in Turkey, 1997.

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, request additional information from Dr. Lipka. Unanimous.

LIPKA, Jennifer K., D.O. – Family Practice (Board Certified) – University of New England College of Osteopathic Medicine, 2012.

PHYSICIAN ASSISTANT

LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for full license. Unanimous.

FINLAYSON, Kenna C., P.A.

LOCUM TENENS

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for locum tenens license. Unanimous.

IQBAL, Mohammed M.D.

CONSENT TEMPORARY

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for temporary license. Unanimous.

FRIDAY, Hanzel, M.D. – Internal Medicine – St Georges University in Grenada West Indies, 2014.

JAMES, Thomas III, M.D. – Pediatrics (Board Certified) – University of Kentucky College of Medicine, 1972.

KOVALYSHYN, Ivanka, D.O. – Dermatology (Board Certified) – Chicago College of Osteopathic Medicine, 2010.

MORRISON, Esther E., M.D. – Infectious Disease (Board Certified) – University of Florida College of Medicine, 2002.

SCHLEYER, William T., Jr., M.D. – Psychiatry – Drexel University College of Medicine, 2014.

CONSENT

PHYSICIAN LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for full license. Unanimous.

ALLGAIER, Jeffrey T., M.D. – Emergency Medicine (Board Certified) – Wake Forest School of Medicine, 2003.

ANDERSON, Kevin R., M.D. – Pathology (Board Certified) – Boston University School of Medicine, 2013.

AWA, Emad, M.D. – Pediatrics – University of Aleppo in Syrian Arab Republic, 1996.

BARKER, Robert N., M.D. – Anesthesiology (Board Certified) – Texas A & M University Health Science Center College of Medicine, 1990.

BENJAMIN, Scott E., M.D. – Physical Medicine & Rehabilitation (Board Certified) – Tulane University School of Medicine, 1996.

BERCHELMANN, Kathleen M., M.D. – Pediatrics (Board Certified) – University of Connecticut School of Medicine, 2003.

BLOW, Joanne P., M.D. – Pediatrics (Board Certified) – University of Texas-Houston Medical School, 1988.

CARSON, William G. III., M.D. – Diagnostic Radiology – University of South Florida College of Medicine, 2012.

CHOU, Loretta Y., M.D. – Pediatrics (Board Certified) – University of Illinois College of Medicine, 1995.

CIPOLLE, Robert F., M.D. – Anesthesiology (Board Certified) – Tufts University School of Medicine, 1989.

DODMAN, Michelle K., D.O. – Internal Medicine (Board Certified) – University of New England College of Osteopathic Medicine, 1988.

DUNAHAY, Jared D., D.O. – Psychiatry – Western University of Health Sciences College of Osteopathic Medicine, 2015.

ENGSTRAND, Beatrice C., M.D. – Neurology (Board Certified) – Drexel University College of Medicine, 1984.

FERNANDEZ KIEMELE, Marissa, M.D. – Family Practice (Board Certified) – University of Alberta Faculty of Medicine and Dentistry in Canada, 1995.

FINLAY, Scott W., M.D. – Otolaryngology – Wake Forest School of Medicine, 2013.

FLOYD, Jessica P., M.D. – Neurology – University of South Carolina School of Medicine, 2009.

GALLEA, James W., M.D. – Emergency Medicine (Board Certified) – University of Washington School of Medicine, 2008.

GELLER, Amalia A., M.D. – Child Neurology (Board Certified) – University of the East Ramon Magsaysay Memorial Medical Center in the Philippines, 1990.

GERSON, David S., M.D. – Diagnostic Radiology (Board Certified) – Tufts University School of Medicine, 2003.

GOLDFINGER, Michael P., M.D. – Diagnostic Radiology (Board Certified) – Harvard Medical School 2000.

GOSAI, Khrisan, M.D. – Psychiatry (Board Certified) – St Matthew’s University in Cayman Islands, 2012.

HABEEBULLA, Shaji, M.D. – Internal Medicine (Board Certified) – Medical College Thiruvananthapuram Kerala University in India, 1991.

HARRIOTT, Andrea M., M.D. – Neurology (Board Certified) – University of Maryland School of Medicine, 2011.

HASYCHAK, John III., M.D. – Family Practice – Lake Erie College of Osteopathic Medicine, 2015.

JAMES, Christine R., D.O. – Pathology (Board Certified) – Michigan State University College of Osteopathic Medicine, 2013.

JAQUES, Jonathan G., M.D. – Anesthesiology (Board Certified) – University of Massachusetts Medical School, 1988.

KEEFE, Devin M., M.D. – Emergency Medicine – Boston University School of Medicine, 2014.

KOVALYSHYN, Ivanka, D.O. – Dermatology (Board Certified) – Chicago College of Osteopathic Medicine, 2010.

LAWSON, Dale M., M.D. – Family Practice (Board Certified) – Ross University in Dominica, 2000.

MACONE, Amanda, M.D. – Neurology – Tufts University School of Medicine, 2014.

MAJEKODUNMI, Akindele I., M.D. – Internal Medicine – University of Medicine and Dentistry New Jersey Robert Wood Johnson Medical School, 2008.

MANCUSO, Christopher, D.O.- Dermatology – Lake Erie College of Osteopathic Medicine, 2014.

MANTOPOULOS, Dimosthenis, M.D. – Ophthalmology – University of Athens in Greece, 2005.

MCWILLIAMS, Geraldine V., M.D. – Psychiatry- Drexel University College of Medicine, 2014.

PAPPAS, Charles, M.D. – Diagnostic Radiology (Board Certified) – Virginia Commonwealth University School of Medicine, 1988.

PARIS, Amy E., M.D. – OB/GYN (Board Certified) – University of California, 2008.

PENLAND, Jennifer D., M.D. – Pediatrics – University of Texas Southwestern Medical Center at Dallas, 2014.

PETRUCCELLI, Marianne R., M.D. – Diagnostic Radiology – University of Vermont College of Medicine, 2012.

QUINN, Curtis C., M.D. – Thoracic Surgery (Board Certified) – Tufts University School of Medicine, 1987.

RAI, Samhitha K., M.D. – Neurology – Medical University of Silesia in Poland, 2012.

ROSIC, Gregory G., M.D. – Internal Medicine – University of Illinois College of Medicine at Urbana-Champaign, 2015.

SATTI, Komal F., M.D. – Pediatrics – Aga Khan Medical College, Aga Khan University in Pakistan, 2010.

SHAH, Eric D., M.D. – Internal Medicine (Board Certified) – Texas Tech University Health Sciences Center School of Medicine, 2012.

SHRESTHA, Shanta K., M.D. – Internal Medicine – Tribhuvan University in Nepal, 2012.

SMOLINSKY, Kristen M., M.D. – Pediatrics – University of Massachusetts Medical School, 2015.

SWEET, Richard A. II, M.D. – Orthopaedic Surgery – University of Louisville School of Medicine, 2012.

TALMO, Carl T., M.D. – Orthopaedic Surgery (Board Certified) – Columbia University College of Physicians & Surgeons, 2000.

TYE, Grace A., M.D. – Diagnostic Radiology – Harvard Medical School, 2004.

VIDGOP, Yelena, M.D. – Neurology (Board Certified) – University of Medicine and Dentistry of New Jersey, 2006.

WALKER, Amanda J., M.D. – Radiation Oncology (Board Certified) – Tufts University School of Medicine, 2010.

WILMOT, Michael T., M.D. – Emergency Medicine – New York Medical College, 2015.

WROBEL, Jessica C., M.D. – Anesthesiology – Tufts University School of Medicine, 2013.

ZAKKO, Liam, M.D. - Internal Medicine – University of Connecticut School of Medicine, 2011.

ZIMMERMAN, David C., D.O. – Emergency Medicine (Board Certified) – New York Institute of Technology College of Osteopathic Medicine, 2010.

CONSENT PHYSICIAN

REINSTATEMENT LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for reinstatement of license. Unanimous.

APRIDONIDZE, Teimuraz, M.D. – Internal Medicine (Board Certified) – Tbilisi State Medical University, 1994.

CONSENT PHYSICIAN

ASSISTANT LICENSES: Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved for full license. Unanimous.

BRAHIM, Karima Y., P.A.

COWAN, Samantha, P.A.

DROSOS, Athena M., P.A.

GILBERT, Allison L., P.A. **(Pending RSP/ARSP)**

GUINTA, Sara B., P.A.

HUR, Iris Z., P.A. **(Pending RSP/ARSP)**

KELLY, Martin J., P.A.

LABELLE, Ryan J., P.A.

MOGAURO, Erika S., P.A. **(Pending RSP/ARSP)**

PEARCE, Victoria N., P.A. **(Pending RSP/ARSP)**

PHILLIPS, Brandin L., P.A.

PURINGTON, Cassandra D., P.A. **(Pending RSP/ARSP)**

SMITH, Ainsley A., P.A. **(Pending RSP/ARSP)**

COMPACT

PHYSICIAN LICENSES: To be ratified by the Board at its March 7, 2018 meeting. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, ratified compact license. Unanimous.

POTTHOFF, Troy L., M.D. – Family Practice (Board Certified) – Nebraska College of Medicine-University of Nebraska Medical Center, 1993. Issued: 3/6/18

II. Draft Minutes from the February 7, 2018 Board meeting. Board Action: 3/7/18 – On motion of Dr. Barr, seconded by Dr. Conway, approved. Unanimous.

III. PUBLIC – PRESIDENT'S REPORT

None.

IV. PUBLIC - TABLED:

T1. DRAFT amended rules for review by the Board. **Board Action: 11/2/16** – On motion of Dr. Andelman, seconded by Mr. Waters, tabled. Unanimous. **Board Action: 12/7/16** – Tabled. **Board Action: 1/4/17** – Ms. Taylor will make changes and bring back to the Board in February. **Board Action: 2/1/17** – Tabled. **Board Action: 3/1/17** – Ms. Taylor to make changes and bring back to Board next month. Tabled. **Board Action: 4/5/17** – On motion of Dr. Barr, seconded by Dr. Fanciullo, tabled for the May meeting. Unanimous. **Board Action: 5/3/17** – On motion of Dr. Barr, seconded by Dr. Dibble, tabled for June meeting. Unanimous. **Board Action: 6/7/17** – On motion of Dr. Dibble, seconded by Dr. Conway, submit initial proposal of Med 301.03, 301.04, 305.01, 401.03, 402.02, 407.01, 407.02, 407.03 and 501.02 to JLCAR. Unanimous. **Board Action: 7/5/17** – Tabled. **Board Action: 8/2/17** – Tabled. **Board Action: 9/6/17** – Tabled. **Board Action: 10/4/17** – Tabled. **Board Action: 11/1/17** – Tabled. **Board Action: 12/6/17** – Tabled. **Board Action: 1/3/18** – Tabled. **Board Action: 2/7/18** – Tabled. **Board Action: 3/7/18** – Tabled.

T2. Three (3) hours of CME from Gayle Spelman, PA entitled “A Guide to the Secrets of Never-Sued Physicians” to meet the requirements of her Final Decision and Order from the Board dated September 11, 2017. PLEASE NOTE: Ms. Spelman is required to obtain 10 hours of CME in the area of medical ethics. Board Action: 2/7/18 – On motion of Dr. Barr, seconded by Dr. Fanciullo, Board accepted the three (3) hours submitted. Unanimous. On motion of Dr. Barr, seconded by Mr. Sullivan, refer to APU for discipline for violating her Final Decision and Order with the Board dated September 11, 2017. 7-1 motion carries. The violations are as follows:

1. According to the Order, Ms. Spelman was required to submit ten (10) hours of continuing medical education (“CME”) in the area of medical ethics. Ms. Spelman has submitted a total of 9 hours of CME in the area of medical ethics and those hours were received late. The CMEs should have been received on or before December 11, 2017. The Board received 6 hours on December 12, 2017 and 3 hours on January 5, 2018.
2. Within ninety (90) days of the effective date of the Order, or by December 11, 2017, Ms. Spelman was required to secure a RSP and ARSP with a permanent full, unrestricted license in the state of New Hampshire that has been practicing for a minimum of three (3) years. A supervisory form was received with her December 30, 2017 renewal application, which has an Effective Date of Supervision of January 2, 2018.
3. On Ms. Spelman’s December 30, 2017 renewal application, she answered “no” to the question “In the past 12 months, have you terminated a relationship with a registered supervisory physician or terminated employment for any reason?” A January 25, 2018 confidential memorandum from Dori Lefebvre, Investigator of the Board, indicates that Ms. Spelman was terminated from Northeast Men’s Clinic on September 5, 2017. Also, there is a September 28, 2017 e-mail from Dale Beaudoin, owner of the Northeast Men’s Clinic, LLC in Salem, NH, indicating that Ms. Spelman is no longer at Northeast Men’s Clinic, and therefore, is no longer under the supervision of Mark LaSpina, DO and she no longer has any affiliation with Northeast Men’s Clinic.

Board Action: 3/7/18 – Tabled.

T3. The Physician Investigator contract is up on June 30, 2018. There is a 2-year renewal option in the contract if the Board would like to renew Nick Perencevich’s contract for another 2 years. **Board Action: 2/7/18** – On motion of Dr. Barr, seconded by Mr. Sullivan, renew Dr. Perencevich’s contract for another 2 years. Unanimous. **02/16/18** – See e-mail from Robert Beaulac, Business Supervisor, regarding Dr. Perencevich’s contract. Need Board approval for 1-year renewal and price change to \$75.00 per hour. **Board Action: 3/7/18** – On motion of Mr. Sullivan, seconded by Ms. Gardner, Board approved a 1-year renewal and fee increase of \$75.00 per hour. Peter Danles, Executive Director of OPLC, and Melissa VanSickle, Director of Finance for OPLC, attended the meeting to discuss with Board. Mr. Danles and Ms. VanSickle agreed that when drafting legislation to revise RSA 329:17, V-a, the word “employ” shall be changed to “contract” and the sentence which reads “The salary of the medical review subcommittee investigator shall be established by RSA 94:1-a.” shall be removed. Both Mr. Danles and Ms. VanSickle agreed that the language would be put forth next legislation session with further discussion with the Board. Unanimous.

V. PUBLIC - NEW BUSINESS:

A. Informational:

B. Action Items:

1. Third monitoring report from Steven W. Powell, M.D., dated February 4, 2018, regarding Adnan S. Khan, M.D. Board Action: 3/7/18 – On motion of Ms. Gardner, seconded by Dr. Barr, accept and file. *Dr. Dibble recused.* All others concurred.
2. February 2, 2018 letter from Greg Thompson, M.D. requesting confirmation that he has met the conditions of his December 14, 2016 Consent Order with the Board. Board Action: 3/7/18 – On motion of Dr. Barr, seconded by Ms. Gardner, inform Dr. Thompson that he has completed all requirements of the Consent Order, except his suspension is not up until midnight on March 16, 2018. Unanimous.
3. February 4, 2018 report from Malcolm S. Beaudett, M.D. regarding his clinical assessment of Greg Thompson, M.D. Board Action: 3/7/18 – On motion of Dr. Wheeler, seconded by Mr. Sullivan, accept and file. Unanimous.
4. Request from Peter A. Meyer, Esq., attorney for Geoffrey M. Giordano, D.O., for the Board to coordinate with Ms. Luttrell at Sante Center for Healing in Texas to discuss the “type of evaluation that would be acceptable and affordable” for Dr. Giordano. Also, see January 10, 2018 e-mail from Ms. Taylor to Attorney Meyer regarding this issue. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Dr. Conway, deny request and inform Attorney Meyer that Dr. Giordano is required to do the evaluation pursuant to his Consent Order. Unanimous.
5. Request from Leonard Rudolf, M.D., dated February 10, 2018, for a recommendation to the Governor and Council for a second term on the Medical Review Subcommittee. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Dr. Conway, Board will recommend Dr. Rudolf to the Governor for a second term. Unanimous.
6. February 8, 2018 e-mail from Ben Hoffman, M.D. requesting an extension to complete his CMEs for the cycle January 1, 2016 through December 31, 2017. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Dr. Wheeler, approved extension to April 30, 2018 to complete CMEs. Unanimous.
7. February 16, 2018 request from Jonathan A. Uroskie, M.D. for an extension to complete his CMEs for the cycle January 1, 2016 through December 31, 2017. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, approved extension to June 1, 2018 to complete CMEs. Unanimous.
8. February 26, 2018 e-mail from Mark Klinker, M.D. requesting an extension to complete his CMEs for the cycle January 1, 2016 through December 31, 2017. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Dr. Wheeler, approved extension to June 1, 2018 to complete CMEs. *Dr. Conway recused.* All others concurred.

9. February 22, 2018 request from Hulda Magnadottir, M.D. for an extension to complete his CMEs for the cycle January 1, 2016 through December 31, 2017. Board Action: 3/7/18 – On motion of Mr. Sullivan, seconded by Ms. Gardner, denied request for an extension to complete CMEs. Dr. Magnadottir did not provide a reason why the CMEs were not completed for the 2016-2017 cycle or a date by which she could complete them. Unanimous.
10. Survey notification blurb and link from Danielle Weiss Danielle Weiss, MPH, Primary Care Workforce Program Manager, Rural Health & Primary Care Section, Division of Public Health Services, for approval to put on the Board's website. Board Action: 3/7/18 – File.

VI. LEGISLATION:

1. HB 1506-FN, an act relative to regulation of assistant physicians. **Board Action: 1/3/18** – On motion of Dr. Barr, seconded by Ms. Gardner, Board discussed HB 1506 and has reservations about the bill. Tabled. Unanimous. **Board Action: 2/7/18** – On motion of Dr. Dibble, seconded by Dr. Fanciullo, Board opposes this bill. Tabled. **Board Action: 3/7/18** – On motion of Mr. Sullivan, seconded by Dr. Barr, Dr. Baker e-mailed a letter to the House opposing the bill. Dr. Baker will be meeting with the Dean and the Director of Graduate Medical Education of Geisel Medical School to discuss testifying at the Senate hearing. Unanimous.
2. SB 462-FN, an act relative to occupational licensure, certification, or registration for persons with criminal records, and relative to license applicants for barbering, cosmetology, esthetics, and manicuring. **Board Action: 2/7/18** – On motion of Ms. Gardner, seconded by Dr. Conway, Board opposes SB 462-FN. Unanimous. **Board Action: 3/7/18** – Tabled.
3. HB 1104-FN, an act relative to certain regulatory permits and forms and relative to time limits under RSA 541-A. **Board Action: 2/7/18** – On motion of Ms. Gardner, seconded by Dr. Conway, Board opposes HB 1104-FN. Unanimous. **Board Action: 3/7/18** – File.
4. SB 327, relative to the medical review subcommittee of the board of medicine and time limits for allegations of professional misconduct before the board. **Board Action: 2/7/18** – On motion of Ms. Gardner, seconded by Dr. Dibble, the Board is in favor of SB 327. 8-1 motion carries. **Board Action: 3/7/18** – Tabled.

NEW:

1. SB 334-FN, an act relative to temporary licensure of allied health professionals from nearby states (with amendment regarding temporary licenses). **Board Action: 3/7/18** – On motion of Dr. Dibble, seconded by Ms. Gardner, oppose SB 334-FN. Unanimous.

2. HB 1732-FN, an act establishing a nursing professionals' health program (with amendment relative to reciprocity for professional and occupational license and certifications). **Board Action: 3/7/18 – File.**

VII. OTHER PUBLIC ORDERS ISSUED:

CARLSON, John F., D.O. – Settlement Agreement.

Board Action: 03/7/18 – On motion of Dr. Barr, seconded by Mr. Sullivan, approve Settlement Agreement as written. Unanimous. On motion of Dr. Barr, seconded by Mr. Sullivan, deny request from Dr. Carlson to extend the time for him to complete the CMEs required in the Settlement Agreement. The Board would consider reviewing a request if Dr. Carlson provides the length of his deployment, the location of his deployment and the reason he cannot complete the 9 hours of CMEs within 12 months. Unanimous.

OTERI-AHMADPOUR, Concetta R., D.O. – Settlement Agreement.

Board Action: 03/7/18 – On motion of Dr. Dibble, seconded by Dr. Barr, approve Settlement Agreement as written and approve submitted CMEs to comply with the Settlement Agreement. Unanimous.

VII. DISCIPLINARY PROCEEDINGS:

HEARINGS SCHEDULED:

None at this time.

HEARINGS HELD PENDING FINAL DISPOSITION:

GELLER, Aaron S., M.D. – Hearing scheduled for December 7, 2016 from 1:00 P.M. to 5:30 P.M. and January 30, 2017, January 31, 2017 from 8:00 A.M. to 4:00 P.M. each day.

Docket #: 15-08

Cases included: 2012-490, 2013-17 and 2013-250.

Louis Rosenthal, M.D. recused.

Mr. Waters is the Presiding Officer.

Michelle Heaton is Hearing Counsel from APU.

Board Action: 11/4/15 – On motion of Dr. Andelman, seconded by Mr. Waters, issue Notice of Hearing. Schedule hearing for January 6, 2016 at 2:00 P.M. Mr. Waters will be the Presiding Officer. 9-1 abstained.

11/25/15 – *Motion to Request a Prehearing Conference* submitted by Michelle Heaton, Esq., APU.

12/04/15 – *Appearance* filed by Daniel J. Corley, Esq.

12/04/15 – *Assented to Motion to Continue Hearing Date and Extend Deadline to File Witness Lists and Proposed Exhibits* filed by Attorney Corley.

12/10/15 – *Order of Continuance* rescheduling the hearing to May 4, 2016 at 1:00 P.M.

02/12/16 – *Motion For Clarification of Procedural Order* submitted by Michelle Heaton, Esq., APU.

02/12/16 – *Motion to Request a Prehearing Conference* submitted by Michelle Heaton, Esq., APU.

Board Action: 03/02/16 – On motion of Mr. Waters, seconded by Ms. Barba, schedule prehearing conference. Unanimous.

03/18/16 – Prehearing conference held.

03/18/16 – *Hearing Counsel's List of Witnesses and Exhibits*

03/28/16 – *Procedural Order* issued pursuant to the prehearing conference held on March 18, 2016.

Hearing continued. Date to be determined.

06/14/16 – *Joint Motion to Extend Procedural Order Schedule*

06/20/16 – *Amended Procedural Order*

09/01/16 – Request from Michelle Heaton, Esq. for hearing dates.

Board Action: 09/7/16 – Tabled. Board will discuss at its October 5, 2016 meeting.

Board Action: 10/5/16 – On motion of Mr. Waters, seconded by Dr. Potenza, send out a Scheduling Order for a prehearing on November 18, 2016 at 10:00 A.M. and the adjudicatory hearing on December 7, 2016 from 1:00 P.M. to 5:30 P.M. Unanimous.

10/13/16 – *Scheduling Order* scheduling a prehearing conference on November 18, 2016 and a hearing on December 7, 2016 from 1:00 P.M. to 5:30 P.M.

10/17/16 – *Assented to Motion to Continue Hearing* submitted by Attorney Heaton.

11/01/16 – *Prehearing Brief* submitted by Attorney Heaton.

11/01/16 – *Hearing Counsel's Amended List of Witnesses and Exhibits*

Board Action: 11/2/16 – On motion of Mr. Waters, seconded by Mr. Sullivan, deny Motion to Continue. Unanimous.

11/04/16 – *Order Denying Continuance.*

11/16/16 – *Aaron Geller, M.D.'s List of Witnesses and Exhibits* (marked incorrectly).

11/18/16 – *Aaron Geller, M.D.'s List of Witnesses and Exhibits* (marked correctly).

12/01/16 – *Procedural Order*

Board Action: 12/7/16 – Hearing commenced. The parties scheduled the next dates for the hearing for January 30, 2017, January 31, 2017 and tentatively March 13, 2017 and March 14, 2017 from 8:00 A.M. to 4:00 P.M. each day.

12/12/16 – *Scheduling Order* scheduling the continuance of the hearing for January 30-31, 2017 from 8:00 A.M. to 4:00 P.M. each day and tentatively scheduled for March 13-14, 2017 from 8:00 A.M. to 4:00 P.M. each day.

01/11/17 – *Amended Procedural Order* indicating that the two full days scheduled in January shall be sufficient for the presentation of all evidence and no further dates will be scheduled.

01/31/17 – Hearing completed.

HEARINGS WITH DATE TO BE DETERMINED:

KNIGHT, Eric, M.D. – Hearing date canceled until a future date to be determined.

Dr. Wheeler and Dr. Fanciullo recused.

Dr. Conway is the Presiding Officer.

Matthew Mavrogeorge, Esq. is Hearing Counsel from APU.

Board Action: 9/6/17 – On motion of Dr. Barr, seconded by Mr. Sullivan, approve revised Notice of Hearing and do not include exhibits. The hearing will be held on November 1, 2017 at 1:00 P.M. Dr. Conway will be the Presiding Officer. *Dr. Wheeler and Dr. Fanciullo recused.* All others concurred.

09/25/17 – Order of Emergency License Suspension and Notice of Hearing issued. Emergency hearing scheduled for October 4, 2017 at 1:00 P.M. David Conway, M.D. will be the Presiding Officer. Hearing scheduled for November 1, 2017 regarding Dr. Knight’s renewal application will be combined with this hearing.

09/27/17 – *Hearing Counsel’s Assented to Motion to Approve The Preliminary Agreement Not to Practice and Cancel the Hearing*, along with the proposed *Preliminary Agreement Not to Practice and Cancel the Hearing* document.

09/27/17 – *Order Canceling Hearing Scheduled for October 4, 2017* approved by the Presiding Officer.

Board Action: 10/4/17 – On motion of Dr. Dibble, seconded by Dr. Conway, approve *Preliminary Agreement Not to Practice*. Unanimous.

KRESSIN, Nancy A., M.D. – Hearing date to be determined.

Dr. Conway is the Presiding Officer.

Michelle Heaton, Esq. is Hearing Counsel from APU.

Board Action: 11/14/17 - On motion of Mr. Sullivan, seconded by Dr. Baker, the Board voted to issue the Order of Emergency License Suspension and Notice of Hearing to Dr. Kressin. The hearing will be held on November 20, 2017 at 6:00 P.M. Dr. Conway will be the Presiding Officer. Approved by a roll call vote of members present:

Dr. Barr	Yes
Dr. Baker	Yes
Dr. Wheeler	Yes
Dr. Potenza	Yes
Dr. Dibble	Yes
Dr. Fanciullo	Yes
Dr. Conway	Yes
Mr. Sullivan	Yes

11/16/17 – *Hearing Counsel’s Assented to Motion to Approve The Preliminary Agreement for Practice Restrictions and Cancel the Hearing*, along with the draft *Preliminary Agreement For Practice Restrictions*.

11/17/17 – The Presiding Officer approved the *Preliminary Agreement for Practice Restrictions* and canceled the hearing scheduled for November 20, 2017 at 6:00 P.M.

11/17/17 – *Preliminary Agreement for Practice Restrictions* issued.

11/17/17 – *Appearance* submitted by Michael A. Pignatelli, Esq.

VIDAVER, Robert C., M.D. – Hearing not scheduled.

Docket #: 15-04

Case included: 2015-207.

Dr. Rosenthal and Dr. Vidaver recused.

Mr. Waters is the Presiding Officer.

Hearing Counsel is Matthew Mavrogeorge, Esq.

06/03/15 - Discussion on Report of Investigation regarding Robert C. Vidaver, M.D. ***Dr. Rosenthal and Dr. Vidaver recused.***

Board Action: 6/3/15 – On motion of Mr. Waters, seconded by Dr. Barr, request response from Dr. Vidaver with a deadline of June 15, 2015. Also, issue Notice of Hearing. Presiding Officer, Edmund Waters, Jr., is authorized to review and issue the Notice of Hearing. Hearing to be held on July 1, 2015. Unanimous.

06/19/15 – *Assented-To Motion to Continue Hearing* submitted by Sean R. List, Esq., Attorney for Dr. Vidaver.

06/22/15 – Presiding Officer granted a continuance. *Order of Continuance* issued. Board to reschedule hearing for a future date.

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

March 9, 2018

From: Nick Perencevich, MD, FACS
57 Ridge Road, 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 70 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 4 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 4 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 this last fall. I am certified through 2029. I also have active Basic Life Support and Advanced Trauma 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 2 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 4 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. As of July 2015 that position has been very ably filled by Ms. Sharon Hebert. Ms. Hebert does exceptional work.
- The MRSC has been chronically short of physicians including several months when we were down four members. In the last 2 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 2 years. This required interviews and training of all the new MRSC members.
- 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.
- 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. However the projected need for 2017-2018 is more in the 70 per year range.
- 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 to do.**

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 2 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 are being formalized to happen now in April and October and are called joint symposium or "autopsy" meetings.
- For the last 2 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. Dr. Burt Dibble and Dr. Art Gilbert Fanciullo have agreed to represent the Board at these meetings in the future
- I have 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.
- I have recently developed a more detailed 3 page job description outline (enclosed) that I think will be more useful than EHBIBIT 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:

Over the last two years I have been paid for 45 hrs./month at \$60/hr. This was after working my first year at 30 hrs./month at \$60/hr. and 27 hrs./month at \$60/hr. the 2nd year. Especially with no new staff as well as no Executive Director in the last 2 years, my hours and the nature of my work have widened. I still keep track of my hours in the office and it now averages 50-60, but there are months that it is still in the 40's. the case load is still about 500 cases/year.

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 Board. This was for a base pay for physician review of disability cases, somewhat similar work.

I've checked and the new base pay there now is about \$75/hr. I do not track my hours working from home which is cyclical and variable. I would like to now be payed \$75/hr. for 45 hours in the office per month.

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,

A handwritten signature in black ink, appearing to read "Nick Perencevich". The signature is fluid and cursive, with a large initial "N" and "P".

Nick Perencevich, MD, FACS

3/9/18

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

Date of birth: April 12, 1947, Cleveland, Ohio

Home: 57 Ridge Road, Concord, NH 03301, 603-225-7641, 603-545-7114 (CF) nperencevich@gmail.com

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: Married to Ruth Linn Coston, Aug. 31, 1974

Three children: Molly Linn 3/28/1979, James Nicholas 5/24/1981, Alison Ruth 5/6/1984

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

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-on

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

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 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 embryo 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 me 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" summery 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.
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.

- 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.
 - 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 then 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 boarder 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; may assist in selecting new members to the MRSC and meet with new 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 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. meeting is done with the Physician Investigator, the Fraud Investigator. The Executive director, when we had one, helped with this orientation.

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

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 2 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. This was done in finding an ER physician MRSC member since 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.



3/9/18

STATE OF NEW HAMPSHIRE
DIVISION OF ADMINISTRATION

121 South Fruit Street
Concord, N.H. 03301-2412
Telephone 603-271-3800

COPY

ETER DANLES
Executive Director

KIRA HAGEMAN
Director of Administration



PO# 1056669

RQ 176972

G+C 8/3/16

30

July 12, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Board of Medicine to enter into a retroactive agreement with Nick Perencevich, M.D., 57 Ridge Road, Concord, New Hampshire 03301 (Vendor Number 208627), in an amount not to exceed \$64,800, to serve as Physician Investigator of the Medical Review Subcommittee (MRSC) for a period of two years effective July 1, 2016 through June 30, 2018, with the option to renew for an additional two-year period subject to Governor and Council approval. 99% General Funds: 1% Impaired Physician Program and Agency income from Xeroxing costs.

Funds to support this request are available in the following account for State Fiscal Year 2017 and are contingent upon the availability and continued appropriation of funds for State Fiscal Year 2018.

	<u>FY 2017</u>	<u>FY 2018</u>
01-21-21-215010-2406, Office of Professional Licensure and Certification, Medical Professions		
046-500462 Consultants	\$32,400	\$32,400

EXPLANATION

The Requested Action is retroactive due to the fact that the expense class was under budgeted and we needed to transfer appropriation in the new fiscal year.

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.

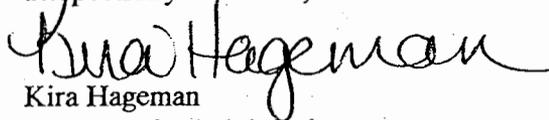
Because state employment was not provided for by RSA 329:17, V-a, the Board is required to seek an independent contractor to perform the required services. Accordingly, the Board advertised for bids in the Manchester Union Leader and the Concord Monitor on April 1, 2016. The Board received a bid from Nick Perencevich, M.D. (\$2,700/month based on 45 hours per month). Dr. Perencevich was the only bidder. The

Y900

bid proposal, as submitted by Dr. Perencevich, was accepted by the Board at its meeting on May 4, 2016.
Attached is the proposal submitted by Dr. Perencevich.

Your approval of this request will be appreciated.

Respectfully submitted,

A handwritten signature in black ink that reads "Kira Hageman". The signature is written in a cursive style with a large, looping initial "K".

Kira Hageman
Director of Administration
Office of Professional Licensure and Certification

Enclosure

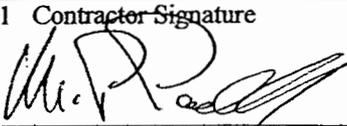
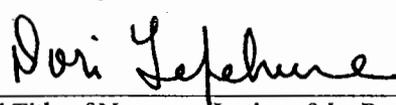
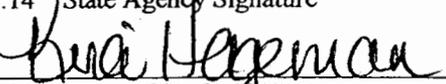
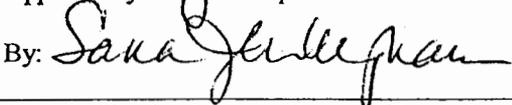
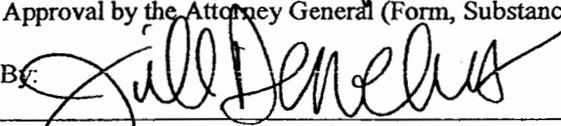
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 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 01-21-21-215010-24060000-046-500462	1.7 Completion Date 6/30/2018	1.8 Price Limitation \$64,800/2 years
1.9 Contracting Officer for State Agency Kira Hageman		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	
Acknowledgement: (State of NH , County of MERRIMACK On July 11, 2016 , 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: center;"> DORI B. LEFEBVRE Justice of the Peace - New Hampshire My Commission Expires March 6, 2018 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kira Hageman, Dir. of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 7/12/16			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/15/16			
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.

RE: Physician Investigator Contractor – NH 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, 2016, if approved by Governor and Council, and shall terminate June 30, 2018, with the option to renew for an additional two-year period subject to Governor and Council approval.

EXHIBIT B
(Contract Price and Payment)

The contract price shall not exceed \$64,800 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$60.00 per hour with 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 due to the following RSA:

RSA 329:17 IX. No civil action shall be maintained against the board or any member of the board or its agents or employees with regard to any action or activity taken in the performance of any duty or authority established by this chapter. No civil action shall be maintained against any organization or its members or against any other person for or by reason of any good faith statement, report, communication, or testimony to the board or determination by the board in relation to proceedings under this chapter.

**LEGAL NOTICE
INVITATION FOR BIDS**

Physician/Consultant, New Hampshire Board of Medicine

The NH Board of Medicine, under the Office of Professional Licensure and Certification, is soliciting written proposals from qualified physicians to serve as a consultant/investigator to the Medical Review Subcommittee (MRSC). Contracts will be awarded for State Fiscal Years 2016 and 2017 (July 1, 2016 through June 30, 2018) with an option, at the Board's discretion, for a two-year renewal.

The Physician 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.

Qualifications

The Physician must hold a current unrestricted license to practice medicine in the State of New Hampshire. Previous experience in quality assurance and/or medical/legal investigations is helpful but not necessary. Must have good written and oral communication skills and be able to effectively interact with varied and diverse groups.

Instructions

Physicians interested in entering into a contract with the Board should submit a current Curriculum Vitae, anticipated compensation, and a statement setting forth a method to accomplish the objectives listed above. Each proposal submitted will be evaluated on the basis of experience and cost. The final bidders will be required to have a full Board interview.

All inquiries must be received in writing to Penny Taylor, Administrator, New Hampshire Board of Medicine, 121 South Fruit Street, Concord, NH 03301. Tel. (603) 271-1205. Deadline for submitting proposals is April 25, 2016. All verbal inquiries must be followed up in writing. Hiring is dependent upon availability of funds and Governor & Council approval.

EQUAL OPPORTUNITY EMPLOYER

BIDDER'S LIST

NICK PERENCEVICH, M.D.
57 Ridge Road
Concord, NH 03301

\$60 per hour

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

March 7, 2016

From: Nick Perencevich, MD, FACS
57 Ridge Road, 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 69 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 2003 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 2 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 2 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. I am certified through 2019. I also have active Basic Life Support and Advanced Trauma 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 just last year. 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 2 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. As of July 2015 that position has now been very ably filled by Ms. Sharon Hebert.
- The MRSC has been chronically short in number including several months when we were down four members. In the last year we have re-filled positions in ER medicine, orthopedics, physician assistant, and a public member. We also added a radiologist last year (2015) and will soon add an anesthesiologist/pain specialist and psychiatrist. This required interviews and training of all the new MRSC members.
- 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. The trend in 2016 appears to be the same.
- Outside expert reviews in 2014-2015 were over 50. This was also during the time that we were missing orthopedics, ER, and before we added radiology. It appears that the need for outside experts in 2015-2016 will also be about 50. Many of these were needed because of the lack of expertise in psychiatry and anesthesia/pain. With the addition of these members to the MRSC later this spring I hope the volume and the work involved in getting outside expert reviews will go down.
- 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 to do.** It has only been since last fall that we have caught up with back log on both new incoming materials and completed materials and getting to those materials to reviewers in a timely fashion.

Additional Endeavors:

- I have developed a detailed log book of the outside experts reviewers we have used in the last 2 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.
- I have recently 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 also enclosed a graph of the work hours I performed ON SITE since starting work in July 2014. This purposely does not include hours worked at home for 2 reasons. At home I mostly work on ROI's, like any MRSC member would do from home, and it is extremely variable. Since MRSC members do not get payed for this, I feel neither should I. Also, I kept no records of this time. What the graph shows is that, with Ms. Sharon Hebert's arrival in July 2015, the required hours for me to keep up with the volume of work has now become 40-50 hours/month where before this it was averaging 50-65/month and with the back log. We have had no back log since this last fall and I anticipate my needed working hours ON SITE to remain the same at 40-50 hrs./month. (Again see enclosed graph.)

Analysis of payment:

I have enclosed in the back of this packet my past application letters of 2014 and 2015 as well as the contract information I signed in 2014 and 2015. My 1st year I was payed for 30 hrs./month at \$60/hr. and the 2nd year I was payed for 27 hrs./month at \$60/hr.. I was told that my payment went down last July not because of my performance, but because of restructuring and budget constraints. Also at that time last year the staff and I were hoping the large number of hours that I needed to work to keep up and catch up would eventually would go down and stabilize. This has indeed happened since last fall with Ms. Sharon Hebert joining the MRSC staff.

I therefore request that my next independent contractor contract starting 7/1/2016 would now reflect the reality of hours needed to perform the work in what is finally a steady and stable environment. I am willing to continue to work at \$60/hr., but strongly feel that more hours are supported by the data and the information presented. 45 hrs./month is the time needed to do all the work with quality and avoid back log. I therefore request 45 hrs./month payment for the next contract year of 7/1/2016 to 6/30/2017.

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,

A handwritten signature in cursive script that reads "Nick Perencevich". The signature is written in black ink and is positioned above the printed name.

Nick Perencevich, MD, FACS

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

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. Current certification ends 2019

Academic Appointments: Clinical Associate Professor of Surgery Geisel/Dart. Med School 2013-2017
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 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

Page 3

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

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-on

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.

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

Job description of the Physician Investigator:

The Contractor shall: a more detailed description of job requirements

1. Monitor and review all investigations conducted by the MRSC on a timely basis;
 - A. Evaluate all incoming initial information (currently done with Dori)
 1. Fill out yellow 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.
 2. Can't fill out yellow sheet. Case ? covered under statute of rules and maybe anonymous
And difficult to understand.....review with Exec. Director/APU and present to Board as
To whether an investigation needs to me 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
licensee's 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;
 - A. Physician Investigator does an ROI in the area of his clinical expertise (when not recused) Hrs
 - B. Physician investigator does a "wrap-around" summery ROI of and 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.
- 3 Coordinate information flow between members of the MRSC, its staff, its attorneys and outside
consultants (outside clinical experts)
 - 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 when needed to do a quality ROI.

- 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 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.
 - 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 substandard 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 in settling and prosecuting of misconduct allegations:

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.

6. Work cooperatively with members of the MRSC in case resolution:

Please note: See 3 A. and 2 B. above as to working with MRSC members. Prior to new MRSC members being chosen 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. meeting is done with the Physician Investigator, the Investigator, and the exec. Director to orient the new MRSC member.

7. Attend monthly MRSC meeting.

Please note: this meeting is usually 3-5 hrs. a month. Prior to the meeting at least 2 hrs. is devoted to a preparation meeting. This is attended by the Investigator, her assistant, the Physician Investigator and the Exec. Director. 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.

8. Prepare written and oral reports for the MRSC and the Attorney General's office.

Please note: This been done in the last year at 12:30 pm at the monthly Board meeting where the Physician Investigator orally presents (often written too) to the Board on a timely topic for the Board to consider. This usually is done by 1:00 pm, but has been known to go on an hour.

9. Testify at disciplinary hearings when warranted:

Please note: This is rare except in the situations where the Physician Investigator has done an ROI as the clinical expert and the case goes to hearing. This has not happened so far in my 1 year as the Physician Investigator.

10. 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. This was done in finding and ER physician MRSC member since 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 on issues that the Executive Director is involved in, like telemedicine, medical marijuana, return to practice after a long time off., and how we should manage the disabled licensee. Either I or the Executive Director also attend the monthly meeting of the NH medical society. This activity uses up at least 2-3 hrs. per month.