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New Hampshire Board of Medicine

121 SOUTH FRUIT STREET, SUITE 301, CONCORD, NH 03301-2412

Tel. (603) 271-1203 Fax (603) 271-6702

TDD Access: Relay NH 1-800-735-2964

WEB SITE: www.nh.gov/medicine

June 20, 2014

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 an agreement with Nick Perencevich, M.D., 57 Ridge Road, Concord, New Hampshire 03301 (Vendor Number 204100), in an amount not to exceed \$21,600, to serve as Physician Investigator of the Medical Review Subcommittee (MRSC) for a period of one year effective July 1, 2014, or date of Governor and Council approval, whichever is later, through June 30, 2015. 99% General Funds: 1% Impaired Physician Program and Agency income from Xeroxing costs.

Funds shall be contingent upon the availability and continued appropriation of funds, available from the following FY 2015 account.

	<u>FY15</u>
05-74-74-740510-7400, HHS Attached Boards, Board of Medicine Administration	
046-500462 Consultants	\$21,600

EXPLANATION

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

Because state employment was not provided for by RSA 329:17, V-a, the Board is required to seek an independent contractor to perform the required services. Accordingly, the Board advertised for bids in the Manchester Union Leader and the Concord Monitor on May 2, 2014. The Board received a bid from Nick Perencevich, M.D. (\$1,800/month based on 30 hours per month). Dr. Perencevich was the only bidder. The bid proposal, as submitted by Dr. Perencevich, was accepted by the Board at its meeting on June 4, 2014. Attached is the proposal submitted by Dr. Perencevich.

Your approval of this request will be appreciated.

~~Respectfully submitted,~~

Penny Taylor
Administrator

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Enclosures

Subject: Consultant Agreement for the Board of Medicine's Physician Investigator FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Board of Medicine</u>		1.2 State Agency Address <u>121 South Fruit Street, Suite 301, Concord, NH 03301</u>	
1.3 Contractor Name <u>Nick Perencevich, M.D.</u>		1.4 Contractor Address <u>57 Ridge Road, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>(603) 225-7641</u>	1.6 Account Number <u>10-07400-74050000-500109</u>	1.7 Completion Date <u>6/30/2015</u>	1.8 Price Limitation <u>\$21,600/1 year</u>
1.9 Contracting Officer for State Agency <u>Penny Taylor</u>		1.10 State Agency Telephone Number <u>(603) 271-1205</u>	
1.11 Contractor Signature <u>Nick Perencevich</u>		1.12 Name and Title of Contractor Signatory <u>Nick Perencevich, M.D., Physician</u>	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Merrimack</u> On <u>June 10, 2014</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 <u>[Seal] Teri A. Whittier-Forte</u>		TERI A. WHITTIER - FORTE, Notary Public My Commission Expires March 28, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature <u>Penny Taylor</u>		1.15 Name and Title of State Agency Signatory <u>Penny Taylor, Administrator</u>	
1.16 <u>[Redacted Signature]</u> By: <u>Sana Julloughan</u> Director, On: <u>6/18/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Syrraine Casack</u> On: <u>6/11/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials MP
Date 6/10/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 6/10/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

Contractor Initials 
Date 6/10/14

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, 2014, if approved by Governor and Council, and shall terminate June 30, 2015.

EXHIBIT B
(Contract Price and Payment)

The contract price shall not exceed \$21,600 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$60.00 per hour with a minimum of 20 hours, and a maximum of 30 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.

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

June 5, 2014

From: Nick Perencevich, MD, FACS
57 Ridge Road, Concord, N.H. 03301

Re: Application and proposal for Physician Consultant/Investigator to the Medical Review
Subcommittee (MRSC) of the New Hampshire Board of Medicine

Qualifications:

I am a 67 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 a 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.

I joined the MRSC in 2003 and continued two 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 this February and have enjoyed the work involved.

I have therefore had a fairly extensive experience in both quality assurance and doing medical legal investigations. 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 most likely can best 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 2012.

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 advance cardiac and trauma certification. I intend to maintain all these credentials since teaching medical students and residents requires being up to date.

My understanding of the Physician Examiner position:

I have had the opportunity in the past to have observed and discussed the nature of the job with the previous Physician Investigator, Dr. Douglas Black. Working very closely with the Investigator and Executive Secretary at the MRSC is very important. I know them well from my experience and in feel that I can work well with them now and in the future. I hope they feel the same.

Having lived and worked in central N.H. for 26 years and also having served over 9 total years with the Board I feel that I have a good feeling of where quality Reports of Investigations (ROI s) can be obtained both via the current MRSC and via outside reviewers. I was on the Board a few years ago when the decision was made to no longer pay for outside ROI s and even though we lost a few reviewers, we made up for it with good if not better reviewers via volunteers. I think maintaining and expanding an ongoing list of excellent outside reviewers, who can do even complex reviews in a timely fashion, is a big part of the job. Communicating with and cultivating outside reviewers and keeping a look out for new viewers with the help of the MRSC and Board is very important.

I also realize that if I obtain this position that I will no longer be a voting member of the MRSC. I am fine with that as long as I can continue to do ROI s to lighten the load in not only surgery, but other areas where I might be helpful and competent reviewing.

My leaving the MRSC would open another position on the committee. The specialty of new physician on the MRSC when openings occur is decided by the MRSC and Board leadership and needs to be carefully monitored by the Physician Investigator. For example, in my case as a surgeon, I do not think I would need to be replaced by another surgeon since I would still be helping with surgical ROI s and there is still another surgeon on the MRSC. I personally think there is a need for a radiologist on the MRSC based on the number of radiologist based cases sent to outside reviewers as well as the times when radiological opinions are needed on suits/complaints not against a radiologist. Being sure that the mix of physician specialties on the MRSC reflects the majority mix of cases reviewed is part of the job's long term responsibility.

Anticipated Compensation and hours:

My understanding that the compensation and hours worked on for the last accepted bid of Dr. Black's many years ago was 30 hours per month at \$40/hr. I do not know if new cases come in as a steady flow and where the Physician Investigator coming in once a week for 7-8 hrs., as Dr. Black did, met the need. I assume it did in general. In the future the job may require more or less than 30 hours per month. I would be willing to start working the same 30 hours per month and monitor the hours needed with the Executive Secretary of the MRSC. My free hours are fairly flexible and I would be willing to adjust the needed work hours if needed at a later date.

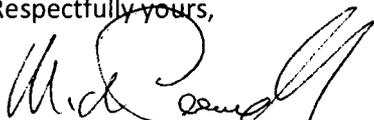
As far as the \$40/ hr., as it is now, I think it should be higher. With regard to the case reviews, the work very much mimics the work done at the N.H. Social Security Disability Board that I worked for from July 2010 to March 2011. This is a N.H. state office. Starting pay there was at \$55/hr. and up to \$80/hr. after being fully trained. Consistency of pay levels for similar work done for the state I think would be important. I have also looked into surgical chart review compensation levels for a malpractice insurance company in Massachusetts and that pay starts at \$85/hr. The Physician Investigator position requires similar chart review, but also demands communicating with outside reviewers and also assigning reviews to the MRSC and outside reviewers after doing a preliminary review of all, claims, suits and complaints that come in. It requires experience and knowledge of the "in house" and statewide reviewing landscape, the people and politics involved, and trying to avoid too many conflicts and recusals. The Physician Investigator to me is a more interesting and demanding job than the others. I would not expect \$85/hr. I am respectfully submitting my bid for \$60/hr.

Summary:

I am very interested in the position and feel that my experience should be weighed even if I am not the lowest bidder. I also know the staff well and feel I can work with them and hope they feel the same. I am willing to be flexible in the future with the hours per week and month. I also feel that reviewing incoming information for the MRSC in a timely fashion is very important and that there will be times when cases will need immediate evaluation including nights and weekends. I feel I can come in on short notice most of the time and work closely with the staff in managing the work and hours in a productive fashion.

Thank you for your consideration.

Respectfully yours,



Nick Perencevich, MD, FACS

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

Office: New London Hospital, 273 County Rd. ,New London, NH 03257, Surgery Dept. 603-526-5260
Still on back-up staff. Finished Clinical Work 12/2013

Former Offices: 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. Current certification ends 2019

Academic Appointments: 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 , 3/2013-present

Central Hospital Univ. Kigali, Rwanda Military Hospital, Butare Hospital,
Rwanda Africa 8/1/2012 to 12/31/2012

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

Hospital Appointments: Dartmouth Hitchcock Hosp Lebanon, NH, Consulting Staff 1988-1990 Page 2

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, 2014-current. Full Board member 2009-2012, Governor appointment

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

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)

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

Profession 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

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:

page 3

- 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: Surgery, New England Surgical Meeting, Sept. 20-22, 2013, Hartford, Connecticut

**LEGAL NOTICE
INVITATION FOR BIDS**

Physician/Consultant, New Hampshire Board of Medicine

The New Hampshire Board of Medicine (Board) is soliciting written proposals from qualified physicians to serve as a consultant/investigator to the Medical Review Subcommittee (MRSC). 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, medical/legal investigations are 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, Suite 301, Concord, NH 03301-2412. Tel. (603) 271-1205. Deadline for submitting proposals is May 23, 2014. All verbal inquiries must be followed up in writing. Hiring is dependent upon availability of funds and Governor & Council approval.

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