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STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
OFFICE OF THE EXECUTIVE DIRECTOR

Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

7 EAGLE SQUARE, CONCORD, NH 03301-4980
Telephone: 603-271-2152
TDD Access: Relay NH 1-800-735-2964
www.oplc.nh.gov

March 8, 2024

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to **retroactively** amend an existing contract with James T. Noble, M.D., FACP, (Vendor Code 310724), Wolfeboro, NH to continue providing reviews of Medical Malpractice, statewide for the OPLC, which includes the option to extend services for two (2) additional one (1) year periods, by increasing the price limitation by \$23,066.60 from \$99,870.40 to \$122,937.00 and by exercising a renewal option by extending the contract completion date from October 31, 2023 to October 31, 2024. 100% Agency Funds.

The original contract was approved by the Governor and Executive Council on June 29, 2022 (Item #79) and amended as approved by the Governor and Executive Council on April 12, 2023 (Item 55C).

Funds are available in the following account:

21010-240400000 Division of Administration	<u>FY 2024</u>	<u>FY 2025</u>
046-500462 - Consultants	\$8,088.20	\$14,978.40

EXPLANATION

During quality review of OPLC contracts it was discovered that the contract amendment for Dr. Noble was never sent to Governor and Executive Council due to employee turnover. As a result, OPLC is asking for **retroactive** approval for the amendment to the contract.

The purpose of this request is to ensure medical malpractice review services are available to address quality of care issues including, but not limited to, malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints and other issues that may constitute violations of NH RSA 317-A.

The Contractor assists OPLC staff as needed, in the timely review process of complaints, claims, suits and other issues involving licensees where the public could be adversely impacted.

Medical malpractice review services include the review of information received to ensure that all materials are in order and ready for Board Review. Information reviewed could include, but is not limited to, office records, responses, radiographic films, reports from other agencies and reports from other states.

As referenced in Exhibit A – Amendment #1 of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional one (1) year periods, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval. The OPLC is exercising its option to renew contracted services for one (1) year, leaving one (1) year of renewal option available for the future.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with James T. Noble, M.D., FACP.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Medical Malpractice Consultant Contract**

This Amendment to the Medical Malpractice Consultant Contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and James T. Noble, M.D., FACP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #79), as amended and approved by the Governor and Executive Council on April 12, 2023 (Item 55C) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Amendment and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
October 31, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$122,937
3. Form P-37, General Provisions, Paragraph 14, Insurance is deleted in its entirety.



3/29/24

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Medical Malpractice Consultant Contract**

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

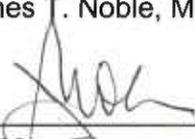
State of New Hampshire
Office of Professional Licensure and Certification

4/8/24
Date


Name: Lindsey B. Courtney
Title: Executive Director

James T. Noble, M.D., FACP

3/29/24
Date


Name: James T. Noble, MD
Title: Physician Investigator, OAC

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #2 to the
Medical Malpractice Consultant Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

April 11, 2024
Date

Jon Daniel Lavelle
Name: Jon Daniel Lavelle
Title: Senior Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ASM

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State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

7 Eagle Square, Suite 200
Concord, New Hampshire 03301
Telephone (603) 271-2152

Lindsay B. Courtney
Executive Director



March 20, 2023

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to amend an existing contract with Paul T. Noble, M.D., FACP, (Vendor Code 310724), Wolfeboro, NH to continue providing reviews of Medical Malpractice, statewide for the OPLC, which includes the option to extend services for two (2) additional one (1) year periods, by increasing the price limitation by \$10,000.00 from \$89,870.40 to \$99,870.40 with no change to the completion date of October 31, 2023. The original contract was approved by the Governor and Executive Council on June 29, 2022 (Item #79). 100% Agency Funds.

Funds are available in the following account:

01-21-21-21010-240400000	Division of Administration	<u>FY 2023</u>
046-500462	- Consultants	\$10,000

EXPLANATION

The purpose of this request is to ensure medical malpractice review services are available to address quality of care issues including, but not limited to, malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints and other issues that may constitute violations of NH RSA 317-A.

The Contractor assists OPLC staff as needed, in the timely review process of complaints, claims, suits and other issues involving licensees where the public could be adversely impacted.

Additionally, medical malpractice review services include the review of information received to ensure that all materials are in order and ready for Board Review. Information reviewed could include, but is not limited to, office records, responses, radiographic films, reports from other agencies and reports from other states.

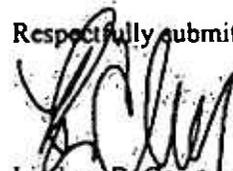
The OPLC did not have the necessary data to determine the correct amount of funding that would be necessary for the life of the contract at the time the original contract was written. Therefore, funds must be added to the contract at this time to ensure the necessary reviews continue for the duration of the contract.

As referenced in Exhibit A – Amendment #1 of the attached agreement, the parties have the option to extend the agreements for up to two (2) additional one (1) year periods, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval. The OPLC is not requesting a contract extension at this time.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Based on the foregoing, I am respectfully recommending approval of the contract with James T. Nobel, M.D., FACP.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Courtney", written over a faint, illegible background.

Lindsey B. Courtney
Executive Director

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Medical Malpractice Consultant Contract**

This Amendment to the Medical Malpractice Consultant Contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and James T. Noble, M.D., FACP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Office of Professional Licensure and Certification on June 29, 2022 (Item #79), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Amendment, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$99,870.40
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Heather A. Kelley, Director of Operations
3. Modify Exhibit A, Special Provisions, by replacing it in its entirety with Exhibit A – Amendment #1, Revisions to General Provisions, which is attached hereto and incorporated by reference herein, in order to update the contract with current Revisions to General Provisions standards;
4. Modify Exhibit C, Price and Payment Schedule, by replacing in its entirety with Exhibit C – Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein, in order to update the contract with current Payment Term provisions.

James T. Noble, M.D., FACP

SS-2022-BDMED-01-PHYSI-01-A01

Page 1 of 3

Contractor Initials

Date



2/17/23

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Medical Malpractice Consultant Contract**

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

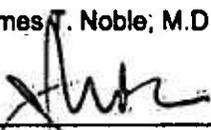
State of New Hampshire
Office of Professional Licensure and Certification

3/24/23
Date


Name: Lindsey B. Courtney
Title: Executive Director

James T. Noble, M.D., FACP

3/17/23
Date


Name: James T. Noble MD
Title: Investigator

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Medical Malpractice Consultant Contract**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

03/24/2023

Date

Sheri Phillips

Name: Sheri Phillips, Assistant Attorney General
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date: Completion of Project, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional one (1) year periods from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Event of Default: Remedies, subparagraph 8.2.3, is amended as follows:

8.2.3 Give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured.

1.3. Paragraph 14, Insurance, is amended as follows:

14. INSURANCE
RESERVED

1.4. Paragraph 15, Workers' Compensation, is amended as follows:

15. WORKERS' COMPENSATION
RESERVED

EXHIBIT C – Amendment #1

Payment Terms

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an hourly reimbursement rate \$124.82 per hour, inclusive of travel, for actual hours worked, not to exceed thirty (30) hours per month in accordance with Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.2.1. Ensure each invoice is completed, dated, and returned to the Department in order to initiate payment.
 - 4.2.2. Keep detailed records of activities related to contract services.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to oplc.accountspayable@oplc.nh.gov, or invoices may be mailed to:

Director of Operations
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C – Amendment 1.


3/17/23

State of New Hampshire



Board of Medicine

Authorized as
Physician

Issued To

JAMES T NOBLE, MD

License Number: 8172
Active
Infectious Disease

Issue Date: 07/12/1989

Expiration Date: 06/30/2023



State of New Hampshire
Board of Medicine

Authorized as
Physician

Issued to: JAMES T NOBLE, MD

Active

License #: 8172
Issue Date: 07/12/1989
Expiration Date: 06/30/2023
Infectious Disease

OPLC Pocket Card; Cut on dotted lines

CURRICULUM VITAE

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

Home Address:

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

Personal Data:

EDUCATION:

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

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

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

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

CERTIFICATION: Diplomate, American Board of 1977
Medical Examiners

Diplomate, American Board of 1979
Internal Medicine – lifetime certificate

Certified in the Subspecialty 1982
of Infectious Diseases – lifetime certificate

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

Commonwealth of Massachusetts 1980-2003
Medicine and Surgery 45815

State of New York 1977-1980
Medicine and Surgery 131154

**ADMINISTRATIVE
EXPERIENCE:**

Subject Matter Expert COVID, Capital Region Incident Command 2020-

Physician Investigator, NH Board of Medicine/OPLC 2019-2023

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

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

**Chair, Antimicrobial Subcommittee 2007-2013
Pharmacy and Therapeutics Committee
Concord Hospital**

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

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

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

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

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

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

1988-2002

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

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

1987-1988

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

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

1982-87

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

Private Practice, Infectious Diseases

1982-87

PROFESSIONAL SOCIETIES:

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

MEDICAL STAFF APPOINTMENTS:

Attending Physician Infectious Diseases Section Concord Hospital Concord, NH 03301	2002-
Consultant Physician Lakes Region General Hospital/Concord Hospital Laconia Laconia, NH 03246	1991-2007 2021-
Assistant Attending Physician Director, Infectious Disease Center New England Medical Center Boston, MA 02111	1988-2002
Consultant Physician Huggins Hospital Wolfeboro, NH 03894	1989-2008
Consultant Physician Northeast Rehabilitation Hospital Salem, NH	1997-2007
Consultant Physician Littleton Regional Hospital Littleton, NH 03561	2004-2008
Consultant Physician Monadnock Community Hospital Peterborough, NH 03458	2003-2006
Consultant Physician Faulkner Hospital Jamaica Plain, MA 02131	1982-2002
Consultant Physician Milton Hospital Milton, MA 02186	1983-2002
Section Head, Infectious Diseases Director, Clinical Microbiology and Hospital Epidemiologist Carney Hospital Boston, MA 02124	1982-87

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

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

SELECTED INVITED PRESENTATIONS:	Prosthetic Joint Infection Prevention: Getting to Zero June 2011
	An Introduction to Travel Medicine in the 21 st century December, 2010
	MRSA for Clinical Laboratory Managers November, 2008
	Northeast Regional Nurse Practitioners Conference: Fever of Unknown Origin May, 2005, May 2010 Antimicrobial Resistance in Vulnerable Populations May 2007
	Emerging Infectious Diseases, June, 2005
	Community Acquired Pneumonia, September 2004
	Bioterrorism and Smallpox Preparedness Concord, Littleton, Salem, Peterborough Medical Staffs/First Responders April-December 2002

Case Records of the Massachusetts General Hospital
March, 2001

Medical Grand Rounds-Community Acquired Pneumonia
New England Medical Center
January, 2001

Infection Control for First Responders
Wolfeboro, NH/Tuftsboro, NH/Ossipee, NH Fire Departments
March, 2001

Lakes Region General Hospital
Regional Medical Staff Update
New Developments in Infectious Diseases for Rural Practitioners

MEETINGS ATTENDED:

Interscience Conference on Antimicrobial Agents and Chemotherapy (ICAAC)	1979-1998
Infectious Diseases Society of America (IDSA)	1985-2021
Society of Hospital Epidemiologists (SHEA) Annual Meeting	2008-2020
Problems in Hospital Antibiotic Utilization (CDC) Atlanta, GA	1983
Harvard Course on Hospital Epidemiology Boston, MA	1985
International AIDS Conferences:	
Atlanta, GA	1985
Paris, France	1986
Washington, DC	1987
Stockholm, Sweden	1988
Montreal, Canada	1989
San Francisco, CA	1990
Florence, Italy	1991
Amsterdam, Netherlands	1992
Berlin, Germany	1993
Yokohama, Japan	1994
Vancouver, Canada	1996
Geneva, Switzerland	1998
Durban, South Africa	2000

PUBLICATIONS:

1. Noble JT, Tyburski M, Berman M, Greenspan J, Tenenbaum MJ. Antimicrobial Tolerance in Group G Streptococci. *Lancet ii*: 982, 1980.
2. Noble JT, Greenspan J, Tenenbaum MJ. Cure of Hemophilus parainfluenzae Endocarditis With Chloramphenicol. *Arch Int Med* 141: 1222, 1981.
3. Noble JT and Klempner MS. Increased Susceptibility to Infection (I): Inborn Errors of Neutrophil Function. *Infect Surg* 1: 31, 1982.
4. Noble JT and McGowan K. Group C Streptococcal Pneumonia in an Adolescent. *Am J Dis Child* 137: 1023, 1983.
5. Noble JT and Tally FP. Metronidazole. In: *Antimicrobial Therapy*, Cunha, B (ed), Raven Press, New York 1984.
6. Noble JT, Verghese A, Diamond RD. Scleredema adutorum as a cause of the Recurrent Cellulitis Syndrome. *Arch Dermatol* 120: 1518, 1984.
7. Noble JT and Barza, MJ. Pharmacokinetic Properties of the Newer Cephalosporins: a Valid Basis for Drug Selection? *Drugs (NZ)* 30: 175, 1985.
8. Coldiron J, Baigelman W, and Noble JT. Linking Utilization Review to Physician Education Programming. *DRG Monitor* 4 (4), 1987.
9. Noble JT. Therapy of Pneumocystis carinii Pneumonia. *Hospital Therapy*, March 1989.
10. Noble JT, Stearns N, Wolff SM. Curriculum Guidelines for AIDS Education of Primary Care Providers: Outcome of an Authority Opinion Survey. *Am J Prev Med* 6: 42, 1990.
11. Noble JT. The Acquired Immunodeficiency Syndrome, in: *Current Therapy in Internal Medicine*, Kassirer JP (ed), BC Decker, Philadelphia 1991.
12. Noble JT. Therapy of AIDS-Related Opportunistic Infections, in: *Current Therapy in Internal Medicine*, Kassirer JP (ed), BC Decker, Philadelphia 1991.
13. Skolnik P and Noble JT. Therapy of HIV Infection, in: *Current Therapy in Internal Medicine*, Kassirer JP (ed), BC Decker, Philadelphia 1991.
14. Wolf, L. and Noble, JT. Recurrent muscle abscesses in a patient with HIV infection. *AIDS* 10:685, 1996.
15. Noble JT. Compensation for Teaching Medical Students and House Staff. *NEJM* 335:58, 1996.

16. Angel J, Snyderman DR, Udem SA, DeLellis RA, Walpita P, Lerch R, Sidhu MS, Noble JT. A Fatal Case of Pneumonitis Due to Vaccine Strain Measles Virus in a Man with Acquired Immune Deficiency Syndrome. *Annals Int Med* 129:58, 1998.
17. Noble JT, Mark E. Brucellosis with a False-negative Agglutinin Test, Case Records of the Massachusetts General Hospital. *NEJM* 347:200, 2002
18. Caine LZ, Pinkham A, Noble JT. Be Seen and Heard Being Clean. A Novel Patient-Centered Approach to Hand Hygiene. *Am. J. Infection Control*, 44:e103, 2016.
19. Tsui E, Fogel E, Noble JT et. al. Candida Interface Infections after DSAEK. *Cornea*, 35:456, 2016.

ABSTRACTS:

1. Styrt B, Noble JT, Klempner MS. The Role of Lysosomes in the Uptake of Beta-Adrenergic Ligands. *Clin Res* 30: 166A, 1982.
2. Noble JT, Ramberg-Laskaris K, Klempner MS. Polymorphonuclear Leukocyte Uptake of Bleomycin: Possible Role in Drug-Induced Pulmonary Toxicity. *Proceedings of the 22nd ICAAC, American Society for Microbiology, Washington, DC, 1982.*
3. Angel J, Snyderman DR, Udem SA, DeLellis RA, Walpita P, Lerch R, Sidhu MS, Noble JT. A Fatal Case of Pneumonitis Due to Vaccine Strain Measles Virus in a Man with Acquired Immune Deficiency Syndrome. *Proceedings of the XI International Conference on AIDS, International AIDS Society, Vancouver, BC, 1996.*
4. Gitzus JF, King TM, Noble JT. Infectious Disease Consultation to Reduce Repeat ER Visits: A Model for Outpatient Parenteral Antimicrobial Therapy and Resource Management. *Proceedings of the 53rd ICAAC, American Society for Microbiology, Denver CO 2013.*
5. King TM, Gitzus JF, Noble JT. Next-Day ID Consults Decrease ED Visits and Admissions for Cellulitis. *Proceedings of the Second ID Week Conference, Infectious Diseases Society of America, San Francisco CA 2013.*
6. Noble JT, Caine L; Foegel E et al. A Cluster of Fungal Infections After DASEK Surgery. *Proceedings of the Fourth ID Week Conference, Infectious Diseases Society of America, San Diego, CA 2015.*
7. Gitzus JF, White J, Caine L, Noble JT et. al., An Outbreak of Invasive Group A Streptococcal Infections in Injection Drug Users. *Proceedings of the Sixth ID Week Conference, Infectious Diseases Society of America, San Diego, CA 2017,*

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STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
7 Eagle Square
Concord, NH 03301
Telephone 603-271-3800 · Fax 603-271-0597

Lindsey B. Courtney
Executive Director



May 16, 2022

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, to enter into a **Retroactive, Sole Source** agreement with James T. Noble, M.D., FACP (Vendor No. 310724) for the provision of malpractice review services in an amount not to exceed \$89,870.40, effective retroactive to November 1, 2021 upon Governor and Executive Council approval and through October 31, 2023, with the option to extend for two (2) one-year periods. 100% Agency Funds.

Funds to support this request are available in SFY22 and SFY23 and contingent upon availability and continued appropriations in SFY24 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
01-21-21-211010-24040000 46-500462 Consultant	\$19,971.20	\$29,956.80	\$39,942.40

EXPLANATION

This request is **Retroactive** because the OPLC is statutorily mandated to provide a physician investigator to support the Board of Medicine. Dr. Noble previously served in that role, until his contract expired in October 2021. Although Dr. Noble opted not to renew his contract with OPLC to serve as the physician investigator mandated by RSA 329, Dr. Noble agreed to continue to assist the Board until OPLC procured a new physician investigator. This process took longer than anticipated, given the new independent contractor justification approval process required through the Division of Personnel.

This request is **Sole Source** because, while Dr. Noble chose not to seek to amend his prior contract to serve as the physician investigator for the Board of Medicine, Dr. Noble is uniquely suited to working with OPLC and the Board of Medicine to implement the new complaint review process, given his prior experience serving as the physician investigator. Last year, Dr. Noble was an integral part of redesigning the Board's review of complaints. Previously, the Medical Review Subcommittee ("MRSC") reviewed and formally investigated all complaints, even complaints that did not state a viable claim, leading to a waste of valuable resources and causing delays in investigations. Under the new, streamlined process, Dr. Noble will conduct initial reviews and make recommendations to the Board as to the disposition of malpractice claims and

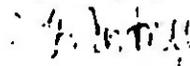
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

May 16, 2022

insurance claims that do not state a viable claim, reducing the amount of time to conduct investigations for cases.

Based on the foregoing, I am respectfully recommending approval of the contract with James T. Noble, M.D., FACP.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

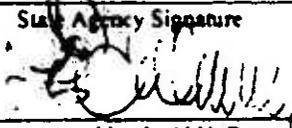
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square, Suite 200 Concord, NH 03301	
1.3 Contractor Name James T. Noble, M.D., FACP		1.4 Contractor Address Wolfboro, NH 0389	
1.5 Contractor Phone Number 603-:	1.6 Account Number 010-022-2100-24040000-46-500462	1.7 Completion Date October 31, 2023	1.8 Price Limitation \$89,870.40
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature  Date: 4/21/22		1.12 Name and Title of Contractor Signatory James T Noble, MD, FACP	
1.13 State Agency Signature  Date: 4/29/22		1.14 Name and Title of State Agency Signatory Theresa S. Calhoun Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: 6/7/2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Athen Phillips</i> On: June 2, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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

Date

The contractor's initials are written in a circle, and the date is written as 10/21/22.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

(M)
11/21/22

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials 
Date 6/21/22

EXHIBIT B SCOPE OF SERVICES

James T. Noble, M.D., FACP (hereinafter referred to as the "Contractor") hereby agrees to provide the Office of Professional Licensure and Certification (hereinafter referred to as "OPLC"), with medical malpractice and other case/complaint reviews under the Board of Medicine (hereinafter referred to as the "NH Board").

This contract shall commence on November 1, 2021, or upon execution of the Governor and Executive Council, whichever is later, and shall continue thereafter for a period of two (2) years. The contract may be extended for a two (2) additional one-year extension terms thereafter upon the same terms, conditions, and pricing structure with the approval of Governor and Executive Council.

Scope of Work

The Contractor shall be responsible for screening initial complaints, insurance claims, and malpractice claims to determine whether a formal investigation is warranted for alleged professional misconduct. Contractor shall independently review new incoming complaints, claims, suits, and other issues involving licensees where the public could be adversely affected in a timely fashion. Contractor shall make recommendations as to whether the NH Board should investigate the claim of professional misconduct and, if so, what the scope of the investigation should entail.

The Contractor is responsible for maintaining a current unrestricted license to practice medicine in the State of New Hampshire for the term of this agreement, at their own expense.

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

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

Contractor shall determine whether additional information is necessary to screen complaints and claims and, if so, review such information prior to making a recommendation as to whether an investigation is warranted.

Contractor shall work with OPLC investigators to document the Contractors' recommendation to the NH Board.

EXHIBIT C PRICE AND PAYMENT SCHEDULE

Contract Price

The Contractor hereby agrees to provide medical malpractice reviews for professionals under the Board of Medicine in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$89,870.40; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Pricing Structure

\$ 124.82 per an hour with a maximum of thirty (30) hours a month.

James T. Noble, M.D., FACP

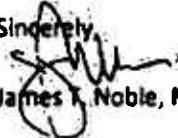
Ms. Undsey B. Courtney
Executive Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

Dear Ms. Courtney,

Regarding the proposed contract for case reviews at OPLC, I am writing to declare that I have no employees and that I am therefore exempt from the requirement to carry Workmen's Compensation insurance.

Thank you.

Sincerely,


James T. Noble, M.D., FACP