

**State of New Hampshire  
Board of Medicine  
Concord, New Hampshire 03301**

**In the Matter of:  
James E. Wood, III, M.D. License No. 16618  
(Misconduct Allegations)**

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and James E. Wood, III, M.D. (the “*Respondent*”), a physician licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I; RSA 329:18; RSA 329:18-a; and Medical Administrative Rule (“Med”) 206, the Board has jurisdiction to investigate and adjudicate this matter. Pursuant to RSA 329:18-a, III, the Board may, at any time, dispose of such allegations by settlement and without commencing a hearing.
2. The Board first granted Respondent a license to practice medicine in the State of New Hampshire on May 7, 2014. Respondent holds license number 16618. Respondent is a registered physician with a listed specialty of Internal Medicine Nephrology. Dr. Wood holds active physician licenses in 28 states. Respondent had no misconduct or disciplinary actions reported against him until the Complaint filed by Express Scripts, Inc. dated November 7, 2018.
3. On November 7, 2018, a Complaint was filed with the New Hampshire Board of Medicine by Renata Taylor, PharmD, on behalf of Express Scripts, Inc. The

Complaint states that Express Scripts reviewed the claims profile of the Respondent from May 2018 to October 2018 for concerns of possible inappropriate prescribing of medications, as well as concerns relating to the potential lack of patient-physician relationship and a substantial variance from the prescribing patterns of his peers. The Physician Prescribing Profile dated November 6, 2018, contains numerous prescriptions attributed to Respondent which he denies having prescribed. These alleged prescriptions are currently part of investigations of Telemedicine Corporation by various authorities. To the extent this Physician Patient Profile contains prescriptions not made by Respondent it would be inaccurate. During this time, Respondent issued 33 prescriptions to New Hampshire patients who he interacted with by telephone. None of the medications prescribed were controlled drugs.

4. In response, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's prescribing history in New Hampshire. At the Board's request, an Interview was held on November 16, 2020. On December 21, 2020, the Board issued a Notice of Hearing scheduling an adjudicatory hearing on March 3, 2021.
5. The parties acknowledge that since the events referenced herein occurred, NH RSA 329:1-d "Telemedicine" has been amended such that Respondent's actions would no longer be a violation of New Hampshire law.
6. Respondent acknowledges that if a disciplinary hearing were to take place, Hearing Counsel would seek to prove the following facts:

- A. Respondent is a physician licensed in several states, including New Hampshire.
- B. Respondent contracted with Telemedicine Corporation which does business as 24/7 Call-A-Doc in early 2018. Telemedicine Corporation directed patients to the Respondent in accordance with their agreement. Clients are offered consultations by telephone.
- C. Telemedicine Corporation confirmed by email and with a chart sent to Respondent, copies of which have been provided to the Board, that its attorneys had confirmed that it was lawful in the State of New Hampshire to interact with patients via telephone only.
- D. Respondent's interactions with patients directed to him by Telemedicine Corporation were conducted via telephone conversations.
- E. Prior to any contact with a patient a registered nurse interviewed each patient and completed a history and description of the reason for the contact with 24/7 Call-A-Doc.
- F. Between May 10, 2018 and October 19, 2018, Respondent issued 33 prescriptions to New Hampshire patients via audio-only telephone conversations.
- G. Respondent believed he followed the process established by Telemedicine Corporation during his time as a contractor.

- H. None of the prescriptions issued to New Hampshire residents were controlled drugs. All medications prescribed were on a short-terms basis with minimal or no refills.
- I. Respondent resigned from Telemedicine Corporation in the Fall of 2018 when it became evident to him that Telemedicine Corporation may have been using deceptive tactics.
- J. Respondent had no violations or disciplinary actions prior to this Complaint.
- K. Your Respondent has taken the following continuing medical education courses in the past two years:

Clinical CME:

- Rational Prescribing in Older Adults, 5/9/2019, 1.0 credit
- Non-Opioid /Alternative Approaches to Pain, 5/9/19, 1.5 credits
- Managing Pain in the 21<sup>st</sup> Century: NSAIDs and Other Opioid Alternatives, 5/9/2019, .5 credit
- Patient-Centric Approach to Managing Chronic Musculoskeletal Pain, 5/19/2019, 1.0 credit
- Managing the Complexity of Chronic Pain in the Primary Care Setting, 9/5/2019, .5 credit
- New Perspectives and Approaches from Orthopedic Surgeons for the Management of Acute Pain, 9/5/2019, .5 credit
- Improving Diagnosis and Treatment of Atopic Dermatitis through Collaborative Primary and Specialist Care, 9/5/2019, 1.0 credit
- Warrior-Centric Low Back Pain Management: Non-pharmaceutical Options, 9/5/2019, 1.0 credit
- Turning the Tide: Applying Science to Patient Care in Treating Psoriasis, Psoriatic Arthritis, and Atopic Dermatitis, 15/9/2019, 1.0 credit
- Clinical Convergence: Approaching Chronic Urticaria from the Patient Perspective, 15/9/2019, .75 credit
- Dermatology Clinics and Challenges: April 2019, .25 credit
- Dermatology Clinics and Challenges: May 2019, .5 credit
- Dermatology Clinics and Challenges: February 2019, .5 credit
- Atopic Dermatitis: Considerations In the Primary Care Setting, 15/9/2019, 1.0

Telemedicine CME:

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- Telemedicine During Today's Times, 4/24/20, 1.0 credit

- Comprehensive Atopic Dermatitis Care: Enhanced Patient Care through Collaborative Management, 9/4/20, 1.25 credit
- Strategies for Effective Pain Management: The Basics, 11/5/20, 1.5 credits
- Dermatology A-Z: A Refresher for Primary Care, 11/10/20, 1.00 credit
- Using Non-Opioid Medications: Practical Guidance for Pain, 12/1/20, 1.5 credits
- What's that Rash? Evaluation and Management of Common Skin Concerns in Primary Care, 12/3/20, 1.0 credit
- Pharmacologic management of chronic non-cancer pain in adults, 12/9/20, 1.0 credit
- Grand Rounds: Telehealth, 12/29/20, 1.0 credit
- "Doctor, Can't You Just Phone a Prescription In?" and Other Ethical Challenges of Telemedicine Encounters, 12/29/20, .25
- COVID-19: A Telehealth Opportunity, 12/29/20, .75 credit
- Practicalities of Telemedicine, 12/29/20, .5 credit
- Telemedicine Best Practices 12/29/20, .5 credit
- Introduction to Telehealth, 12/29/20, .75 credit
- Telemedicine for Adult, 12/29/20, .5 credit
- Telemedicine to Telehealth: Trends and Emerging Risks, 12/29/20, 1.25 credits
- The Telephone & Telemedicine in Clinical Medicine: An Instrument of Opportunity & Risk, 1/8/21, 3.0 credits
- GERD: A practical approach, 2/3/21, .75 credit

7. The Board finds that, if proven, the forgoing facts could form a basis for discipline under RSA 329:17, VI.
8. To avoid the delay and expense of a hearing on this matter, and in light of the mitigating circumstances, the Board and the Respondent agree that so long as Respondent complies with the following conditions the Board will not impose discipline pursuant to RSA 329:17, VII. However, should Respondent fail to fully and completely comply with the following conditions, he has agreed that discipline shall be imposed in the form of a Reprimand and all of the following conditions must be met.
  - A. A letter of caution shall be sent to Respondent informing him that in the future it shall be his responsibility to independently verify the laws regarding the practice of medicine in any jurisdiction in which he may practice.

- B. Respondent is required to meaningfully participate in sixteen (16) hours of continuing medical education. At least eight (8) of these hours shall include subjects related to telemedicine. These hours shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year of the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion. Continuing medical education courses pertaining to telemedicine taken by Respondent since December 1, 2020, shall qualify to satisfy this requirement. This shall include the following continuing education courses:

Telemedicine CME:

- Comprehensive Atopic Dermatitis Care: Enhanced Patient Care through Collaborative Management, 9/4/20, 1.25 credit
- Strategies for Effective Pain Management: The Basics, 11/5/20, 1.5 credits
- Dermatology A-Z: A Refresher for Primary Care, 11/10/20, 1.00 credit
- Using Non-Opiod Medications: Practical Guidance for Pain, 12/1/20, 1.5 credits
- What's that Rash? Evaluation and Management of Common Skin Concerns in Primary Care, 12/3/20, 1.0 credit
- Pharmacologic management of chronic non-cancer pain in adults, 12/9/20, 1.0 credit
- Grand Rounds: Telehealth, 12/29/20, 1.0 credit
- "Doctor, Can't You Just Phone a Prescription In?" and Other Ethical Challenges of Telemedicine Encounters, 12/29/20, .25
- COVID-19: A Telehealth Opportunity, 12/29/20, .75 credit
- Practicalities of Telemedicine, 12/29/20, .5 credit
- Telemedicine Best Practices 12/29/20, .5 credit
- Introduction to Telehealth, 12/29/20, .75 credit
- Telemedicine for Adult, 12/29/20, .5 credit
- Telemedicine to Telehealth: Trends and Emerging Risks, 12/29/20, 1.25 credits
- The Telephone & Telemedicine in Clinical Medicine: An Instrument of Opportunity & Risk, 1/8/21, 3.0 credits
- GERD: A practical approach, 2/3/21, .75 credit

- C. Respondent shall reimburse the Board for investigation costs in the sum of two thousand five hundred dollars and no cents (\$2,500.00).

- D. The Board may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Board regarding Respondent's license.
  - E. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services that require a medical license or directly or indirectly involves patient care, and to any agency or authority which licenses, certifies or credentials physicians, with which Respondent is presently affiliated.
  - F. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.
9. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.
10. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the conduct described above.
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- However, the Board may consider this conduct as evidence of a pattern of conduct in

the event that similar conduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline in any future matter.

11. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.
  12. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
  13. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
  14. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
  15. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.
  16. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
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17. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.
18. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities, and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.
19. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 7/15/21

James E. Wood III MD  
James E. Wood, III, M.D.  
Respondent

Date: 7/15/2021

Jack P. Crisp, Jr.  
Jack P. Crisp, Jr., Esquire  
Counsel for Respondent

FOR THE BOARD/\*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 10/11/2021

Christine J. Sub  
(signature)

*N.H. Board of Medicine and James E. Wood, III, M.D.  
Settlement Agreement*

Christine L. Senko

(Print or Type Name)

Authorized Representative of the  
New Hampshire Board of Medicine

/\* N/A, Board members, recused.

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