

24 *SM*

New Hampshire
Department of Agriculture,
Markets & Food

Lorraine S. Merrill, Commissioner

November 5, 2013

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

Dear Governor Hassan and Honorable Council:

REQUESTED ACTION

Authorize the Board of Veterinary Medicine to renew its agreement with NH Professionals Health Program vendor #175105, 7 North State St, Concord, NH 03301 for the period of 2 years from date of Governor and Council approval, ending August 24, 2015, in the amount of \$10,000 per year for a total of \$20,000 to provide impaired veterinarian health services in the State of New Hampshire. 100% General Funds.

Funds are available to support this cooperative agreement as follows:

02-18-18-182800-29480000 BOARD OF VETERINARY MEDICINE

OBJECT				
<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>TOTAL</u>
102-500731	Impaired Programs	\$10,000	\$10,000	\$20,000

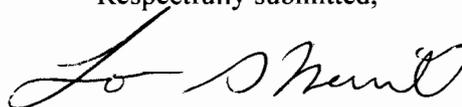
EXPLANATION

The Board of Veterinary Medicine (Board) wishes to renew its participation for 2 years in the New Hampshire Professionals Health Program (PHP), a program for treating and monitoring of medical professionals, including veterinarians, in need of support in overcoming chemical dependence. The PHP was established by the New Hampshire Medical Society and incorporated as a nonprofit corporation on May 7, 2007.

“The purpose of the board of veterinary medicine is to promote public health, safety, and welfare by safeguarding the people of New Hampshire against incompetent, unscrupulous, and unauthorized persons and from unprofessional or illegal practices by persons licensed to practice veterinary medicine”; RSA 332-B:1-a. To effectuate this purpose, the Board wishes to continue its participation in the PHP. Absent this agreement, the Board does not have the expertise or capacity to monitor licensees that have been identified for such support.

The Board, with the support of the veterinary community, raised license renewal fees in 2008 in order to cover the anticipated cost of the contract..

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L. Merrill", written in a cursive style.

Lorraine S. Merrill
Commissioner

OCT 18 2013

FORM NUMBER P-37 (version 1/09)

Subject:

NH Board of Veterinary Medicine and NH Professionals Health Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Board of Veterinary Medicine		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name NH Professionals Health Program		1.4 Contractor Address 7 North State Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-491-5036	1.6 Account Number 78830000-531-500372	1.7 Completion Date see Exhibit "C"	1.8 Price Limitation \$10,000 annually
1.9 Contracting Officer for State Agency Stephen K. Crawford, DVM, NH BVM		1.10 State Agency Telephone Number 603-271-3706	
1.11 Contractor Signature <i>Sally Garhart</i>		1.12 Name and Title of Contractor Signatory Sally Garhart MD Med Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>10/10/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Hazel E. Hensel</i>			
1.13.2 Name and Title of Notary or Justice of the Peace HAZEL E. HENSEL, Notary Public My Commission Expires March 24, 2015 <u>Hazel E. Hensel</u>			
1.14 State Agency Signature <i>SKC</i>		1.15 Name and Title of State Agency Signatory Stephen K. Crawford, DVM, NH BVM	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary</i> On: <u>11-18-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

OCT 18 2013

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.

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

OCT 18 2013

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.

Exhibit A
Scope of Services
NH Professionals' Health Program
Contracted Agreement with the NH Board of Veterinary Medicine

The New Hampshire Health Professionals' Health Program (PHP) shall provide impaired veterinarian health services in the State of New Hampshire. The services that shall be provided by the NH PHP are as follows:

I. General Provisions

- a. The NH PHP shall assist referred or self-referred veterinarians in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and / or behavioral problems.
- b. Programs that investigate reports of veterinarian health or impairment problems shall be a referral resource for veterinarians with potential problems.
- c. The PHP shall develop, administer, and monitor a treatment plan contract, which if violated shall be reported to the NH Board of Veterinary Medicine (Board) within 10 days of the violation.
- d. The PHP shall monitor the recovery process, which may include body fluid testing, support group programs, and other related treatment requirements that will prepare the veterinarian to resume the full practice of veterinary medicine.
- e. The NH PHP is responsible to the Board for all record keeping with the Board, on a yearly basis, shall monitor and all other communications necessary to keep the Board informed of the veterinarians in the program.
- f. If a subcontracted agency or provider provides the services, the Board shall, prior to any contractual agreements, approve all sub-contracts.
- g. The NH PHP will make its services available to all veterinarians licensed in New Hampshire.

II. Hiring of new staff shall be in accordance with the following

The NH PHP shall notify the Board in writing within one month of hire, when a new Administrator, Medical Director or Assistant Director is hired to work in the program. If the new hire is a licensed physician in this or any other state, notification from the licensee's state must be obtained stating that the physician's license is current and in good standing. It is also required that if the physician is not licensed in the State of New Hampshire an application shall be submitted and approved by the NH Board of Medicine prior to the start of employment. The Board will also require a resume of the new hire.

III. Quality or Performance Improvement

The NH PHP shall submit a quarterly report to the Board that accurately demonstrates the summary of activities, including educational presentations, for the preceding 3 months. The detailed reports of every referred veterinarian

Staubert 11-1-13

and/or monitored participant shall be conducted pursuant to this section shall be confidential and not subject to RSA 91-A.

Exhibit B
Payment Provision
NH Professionals' Health Program

- I. The contractor shall provide all services, supplies, and equipment pursuant to Exhibit A – Scope of Services.
- II. Upon written request from the program, the Board will disperse \$10,000 in fiscal year 2014 and \$10,000 in fiscal year 2015.
- III. All enrollees shall pay for their own laboratory services.
- IV. The Board reserves the right to exercise statutory required oversight with regards to the contract.
- V.

Exhibit C
Insurance Provisions

No changes or additions.

Handwritten Signature 11-1-13

Contractor Initials SR
Dated 11-1-13

OCT 18 2013

Sally Garhart, MD • Medical Director
Deanne M. Chapman, PA-C • Assistant Medical Director

October 15, 2013

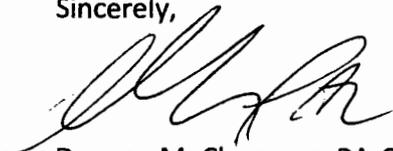
Stephen K. Crawford, DVM
New Hampshire Board of Veterinary Medicine
25 Capitol Street
Concord, NH 03301

RE: Certificate of Authority

Dear Dr. Crawford:

As Assistant Medical Director of the New Hampshire Professionals' Health Program (NH PHP), I am writing to inform the NH Board of Veterinary Medicine that Dr. Sally Garhart, NH PHP Medical Director, has the legal authority to sign on behalf of the organization. On 12/16/12, the NHPHP Board of Directors voted to direct, empower and authorize Dr. Garhart to execute such agreements on behalf of the NHPHP. If you require additional information in this regard, please feel free to contact me directly at (603) 361-5446.

Sincerely,



Deanne M. Chapman, PA-C
Assistant Medical Director
New Hampshire Professionals Health Program

OCT 18 2013

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Professionals Health Program is a New Hampshire nonprofit corporation formed May 7, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of October A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance 11 Concord St. Nashua, NH 03064 603 882-2766	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603 882-2766 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE INSURER A : Medical Protective	
INSURED Sally Garhart, MD c/o Souhegan Occupational Medicine PLLC PO Box 6274 Amherst, NH 03031	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Occurrence Form			776278	09/16/2013	09/16/2014	\$1,000,000 per claim \$3,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Board of Veterinary Medicine 25 Capitol Street, PO Box 2042 Concord, NH 03302-2042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marc R Berube</i>
--------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM
AGREEMENT FOR
SERVICES**

THIS AGREEMENT, effective as provided herein, is entered into by and between the New Hampshire Professionals Health Program (“NHPHP”), a New Hampshire non-profit corporation having a principal place of business at 125 Airport Road, Concord, New Hampshire 03301, Souhegan Occupational Medicine PLLC (“SOM”).

WHEREAS, NHPHP seeks to retain the services of a physician licensed in the State of New Hampshire to provide professional and medical director services and a Medical Assistant Director to assist in managing program operations;

WHEREAS, SOM employs and seeks to provide to NHPHP the services of a physician licensed to practice medicine in the State of New Hampshire to serve as Medical Director and a physician’s assistant licensed to provide services in the State of New Hampshire to serve as Assistant Medical Director.

WHEREAS, NHPHP and SOM wish to enter into this Agreement, the terms of which shall govern the future relationship between the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Engagement. NHPHP hereby agrees to engage SOM to provide the services described herein and SOM accepts such engagement.
2. Services. SOM shall be responsible for providing the following Services:
 - 2.1 Providing the services of a Medical Director to direct the activities of NHPHP pursuant to the Bylaws, policies and procedures of NHPHP and with agreements between NHPHP and the New Hampshire Board of Medicine and other state licensure boards.
 - 2.2 Providing services to participants in the NHPHP program in accordance;
 - 2.3 Supervising the services of the Assistant Medical Director who shall manage program operations, prepare quarterly expense report, prepare quarterly reports

to the NHPHP Board and as necessary to the New Hampshire Board of Medicine or other Boards with which NHPHP contracts to provide services and prepare minutes for the NHPHP Board meetings.

3. Service Providers. The initial Service Providers will be Sally Garhart, MD ("Dr. Garhart"), who will serve as Medical Director and Deanne Chapman, PA-C, who will serve as Assistant Medical Director, who shall each sign this Agreement acknowledging their obligation to provide services in accordance with therewith. If the Medical Assistant Director's employment terminates during the course of this Agreement, SOM may retain a replacement provider pending approval from the Board of NHPHP which shall not be unreasonably withheld. Any new Service Providers will agree in writing to provide services in accordance with the terms of this Agreement. SOM shall be solely responsible for compensating the Service Providers for services provided hereunder including all salary and benefits. It shall be responsible for any withholding required under state or federal law including any payroll taxes and for the provision of any required insurance. SOM shall defend, indemnify and hold harmless NHPHP for any claim, action, suit or demand by any Service Provider for failure to provide compensation for services rendered hereunder.

4. Term and Termination.

4.1 Initial Term. The term of this Agreement shall commence effective January 1, 2013 and, unless and until sooner terminated in accordance with the provisions hereof, shall continue for a period of two and one-half (2.5) years.

4.2 Termination. This Agreement shall terminate as set forth above or upon the date of the occurrence of any of the following events:

- (a) Without cause upon sixty (60) days notice by either party;
- (b) Death of Medical Director or total disability for a period of more than thirty (30) days;
- (c) Termination for cause hereunder, as determined by NHPHP in its sole discretion, which shall be defined for purposes hereof as any termination of employment due, wholly or in part, to one or more of the following:

- (1) The restriction, suspension or revocation of Medical Director's license to practice medicine in any jurisdiction, including the State of New Hampshire;

(2) Any conduct by SOM inconsistent with the Bylaws, policies or procedures of NHPHP or any agreements negotiated with the New Hampshire Board of Medicine or other state licensure boards or contrary to the direction of the NHPHP Board, provided that BOAC shall be given notice of such conduct and a thirty (30) day opportunity to cure.

5. Compensation.

5.1 Compensation Rate. NHPHP shall compensate SOM for services at a rate of \$12,500 monthly due and payable at the beginning of each contract month. If this Agreement should terminate for any reason prior to the end of the term, compensation will be prorated to the date of termination.

5.2 Expenses. NHPHP shall either pay directly or reimburse SOM for authorized expenses incurred in the provision of services including expenses associated with Dr. Garhart's and Ms Chapman's membership in and attendance of meetings for the Federation of State Physician Health Programs, mail/fax expenses, telephone expenses and any other expenses approved in advance by the Board. All other expenses are included in the Compensation Rate.

6. Relationship of the Parties. This Agreement is not intended to create any relationship between the Parties other than that of independent parties contracting with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither party shall have obligation with respect to the withholding or payment of employment or payroll taxes, workers compensation insurance premiums, unemployment compensation contributions, social security or Medicare taxes or the like with respect to any of the personnel, physician or non-physician, supplied by the other party pursuant to this Agreement. If, contrary to the understanding and contemplation of the Parties, any such liability is imposed upon either party by any regulatory agency, court or other tribunal of competent authority, each party shall indemnify and hold the other party harmless from any and all such liability.

7. Insurance. Dr. Garhart and Ms Chapman shall maintain professional liability insurance in the amount of One Million Dollars per occurrence and Three Million Dollars in the aggregate annually for services provided by Service Providers in effect at all times during the term of this Agreement and shall provide continuing coverage or tail coverage as appropriate upon termination of the Service Providers or of this Agreement.

8. Confidentiality. SOM shall treat all information received in the course of providing Services hereunder as confidential. It shall comply with all applicable legal requirements to maintain the confidentiality of information obtained in the course of rendering services and shall disclose information only as permitted hereunder.
9. Assignment. Neither party may voluntarily assign or delegate any of his rights or obligations hereunder without the prior written consent of the other party.
10. Governing Law. This Agreement has been executed in accordance with and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any suits, claims, causes of action or disputes arising under this Agreement shall be brought in the Merrimack County Superior Court, New Hampshire or the U.S. District Court for the District of New Hampshire.
11. Complete Agreement and Amendment. All the provisions of this Agreement are set forth in the writing herein which alone fully and completely expresses the agreement of the NHPHP and SOM relating to this Agreement. This Agreement supersedes all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written between the Parties regarding the subject matter hereof. This Agreement may not be amended, except by instrument in writing, signed by the parties hereto.
12. Severability. If any provision of this Agreement shall be held invalid or unenforceable according to law, the remaining provisions hereof shall not be affected thereby, and shall continue in full force and effect.
13. Notices. All notices or other written communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given as of the day and time of mailing by certified or registered mail, postage prepaid, or by private express carrier service, to such addresses which the parties hereto, shall by like notice, from time to time, notify one another. Any period of notice or other time limitation in this Agreement which, but for this provision, would expire on a Saturday, Sunday or legal holiday shall be extended to the next succeeding weekday, which is not a legal holiday.
14. Binding Upon Successors. Except as otherwise set forth herein, this Agreement shall be effective and inure to the benefit of and be binding upon the heirs and personal representatives of the parties hereto, and upon permitted assigns and permitted successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth below.

NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM



(duly authorized)

12-2-2013

Date

SOUHEGAN OCCUPATIONAL MEDICINE PLLC



(duly authorized)

12-2-2013

Date