



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

November 16, 2018

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

### Requested Action

Authorize the Department of Safety (DOS), Division of Emergency Services and Communications, to exercise its option to renew the contract with Dr. James Suozzi, LLC, (VC# 275228-B001), originally approved by Governor and Council on April 5, 2017, Item #36, in the amount of \$39,680.00, increasing the total contract amount from \$41,500.00 to \$81,180.00, and by changing the end date from June 30, 2019 to a new end date of June 30, 2021 for the purpose of providing consulting services as the Division's Medical Director. Effective upon Governor and Council approval from July 1, 2019 through June 30, 2021. Funding source: 100% Agency Income.

Funds are anticipated to be available in as follows for SFY2020 and SFY2021 contingent upon the availability and continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-13950000 Dept. of Safety – Div. of Emergency Services and Communications – Bur. of Emer Comm			
046-5000462 Consultants – Med Consultants Non-Benefit	<u>SFY2020</u>	<u>SFY2021</u>	<u>Total</u>
	\$19,840.00	\$19,840.00	\$39,680.00

### Explanation

This amendment provides for continued oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's). The Division's Medical Director participates in quality improvement and risk management activities as well as oversight of call-taker compliance with protocols including reliability and consistency. In addition, this contract provides for continued assistance with the design, operation, and data analysis of the medical protocol system utilized by the Division of Emergency Services and Communications and database programs for community injury and disease surveillance.

Respectfully submitted,

John J. Barthelmes  
Commissioner of Safety

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
MEDICAL DIRECTOR  
CONTRACT # 2016-200  
CONTRACT AMENDMENT 1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP 2016-200 on April 5, 2017, Item # 36, (herein after referred to as the "Agreement"), Dr. James Suozzi, LLC (hereinafter referred to as "Vendor" or "Vendor Code 275228-B001") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Safety (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to execute the optional two year extension clause under the contract 2016-200 and engage Dr. James Suozzi to provide services as the Division's Medical Director;

WHEREAS, the Vendor agrees to provide consulting services as described in the Agreement Exhibit A;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$39,680 to bring the total contract price to \$81,180;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$39,680 from \$41,500 to \$81,180.
2. The State has chosen to exercise the optional two year extension for Dr. James Suozzi to provide services as the Division's Medical Director as set forth in the Agreement Exhibit A with an amended end date of June 30, 2021.

**Table 2 CONTRACT 2016-200 – MEDICAL DIRECTOR**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-200	Original Contract	04-05-17	6-30-19	\$41,500
2016-200 Amendment 1	1 <sup>st</sup> Amendment	TBD	6-30-21	\$39,680
	<b>CONTRACT TOTAL</b>			<b>\$81,180</b>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF SAFETY  
MEDICAL DIRECTOR  
CONTRACT # 2016-200  
CONTRACT AMENDMENT 1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

  
James Suozzi, Sole Proprietor  
James Suozzi, LLC

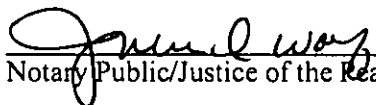
Date: 11/6/2018

Corporate Signature Notarized:  
STATE OF New Hampshire

COUNTY OF Cheshire

On this the 6 day of November, 2018, before me,  
James Suozzi, the undersigned Officer JAMES SUOZZI,  
personally appeared and acknowledged her/himself to be the Medical Director,  
of JAMES SUOZZI, LLC, a corporation, and that she/he, as such  
Medical Director being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Medical Director.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
Notary Public/Justice of the Peace

My Commission Expires: 12/20/22

(SEAL)

Julie D. Wolf  
Notary Public - New Hampshire  
My Commission Expires December 20, 2022

Approved by the Director of Administration

  
Steven Lavoie, Director

Date: 11/26/18

# State of New Hampshire

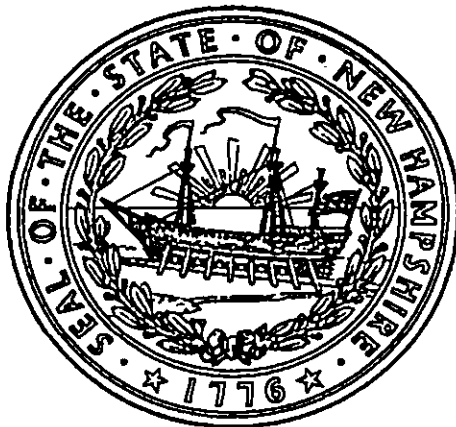
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JAMES SUOZZI, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 08, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **750564**

Certificate Number: **0004200737**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of October A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



James Suozzi, L.L.C.

Certificate of Authority

I, James Suozzi am the sole owner and stockholder of James Suozzi, LLC and as such have the authority to bind the company by signing the contract with Department of Safety, Division of Emergency Communications for Consulting Services of a specialized nature to assist the Bureau of Emergency Communications as the Medical Director

James C. Suozzi, DO, NRP, FACEP

11/6/2012

Date

644 County Road  
Walpole, NH 03608  
603-762-8024  
jsuozzi@gmail.com



JAMECSU-01

JULIERAISS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2018

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> NFP Property & Casualty Services, Inc. 8201 North Hayden Road Scottsdale, AZ 85258	<b>CONTACT NAME:</b> Julie Raiss <b>PHONE (A/C, No, Ext):</b> (928) 515-0123 <b>FAX (A/C, No):</b> (928) 775-3429 <b>E-MAIL ADDRESS:</b> julie.raiss@nfp.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company	17370	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b>  James C Suozzi, DO, NRP, FACEP 644 County Road Walpole, NH 03608														

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC OTHER:	X		EMD1560774P2	01/16/2018	01/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			EMD1560774P2	01/16/2018	01/16/2019	Each Claim 1,000,000
A	Professional Liab			EMD1560774P2	01/16/2018	01/16/2019	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is named additional insured per form EMD-7000-0915-N.

<b>CERTIFICATE HOLDER</b>  Department of Safety Bureau of Emergency Communications 33 Hazen Dr. Concord, NH 03305	<b>CANCELLATION</b>  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>Julie A Raiss</i>
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**James Suozzi, L.L.C.**

October 25, 2018

New Hampshire Department of Safety  
Division of Emergency Services  
100 Smokey Bear Boulevard  
Concord, NH 03301

To Whom It May Concern:

This letter is to confirm that I am the sole owner of James Suozzi, L.L.C. I have no employees and am therefore not required to carry workers' compensation insurance.

Sincerely,

A handwritten signature in black ink, appearing to read "James C. Suozzi".

James C. Suozzi, DO, NRP, FACEP  
Medical Director

644 County Road  
Walpole, NH 03608  
603-762-8024  
jsuozzi@gmail.com



# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

GC# 36  
04-05-2017

February 17, 2017

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

### Requested Action

Authorize the Department of Safety (DOS), Division of Emergency Services and Communications to enter into a contract with Dr. James Suozzi, LLC (VC# 275228-B001), in the amount of \$41,500.00 for the purpose of providing consulting services as the Division's Medical Director. Effective upon Governor and Council approval through June 30, 2019, with an option to renew for two additional years at the sole discretion of the State. Funding Source: 100% Agency Income.

Funds are available in the SFY 2017 operating budget and contingent upon availability and continued appropriations in SFY 2018 through SFY 2019 with the authority to adjust between fiscal years through the Budget Office if needed and justified.


02-23-23-236510-13950000 Dept. of Safety - Div. of Emergency Services - Bureau of Emergency Communications  
046-5000462 Consultants - Med Consultants-Non-Benefit

<u>SFY2017</u>	<u>SFY2018</u>	<u>SFY2019</u>	<u>TOTAL</u>
\$8,300.00	\$16,600.00	\$16,600.00	\$41,500.00

### Explanation

This contract will provide for the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's). The Division's Medical Director will participate in quality improvement and risk management activities, including oversight of call-taker compliance with protocols including reliability and consistency. In addition, this contract will provide for the assistance with the design, operation and data analysis of the medical protocol system utilized by the Division of Emergency Services and Communications and data base programs for community injury and disease surveillance. The Request for Proposal (RFP 2016-200) to procure these services was posted to the State of NH website from June 10, 2016 through August 15, 2016. Dr. Suozzi was the only responding vendor.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety



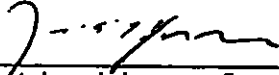
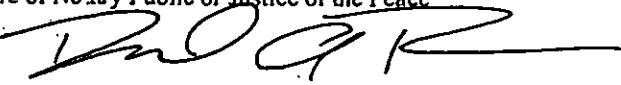

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Division of Emergency Services and Communications		1.2 State Agency Address 3 Hazen Drive, Room 105 Concord, NH 03305	
1.3 Contractor Name James Suozzi, L.L.C		1.4 Contractor Address 644 County Road Walpole, NH 03608	
1.5 Contractor Phone Number 603-762-8024	1.6 Account Number 02-23-23-236510-13950000 046-5000462	1.7 Completion Date <del>6/30/2022</del> 6/30/2019 <i>SK</i>	1.8 Price Limitation \$41,500
1.9 Contracting Officer for State Agency Director Bruce G. Cheney, DESC		1.10 State Agency Telephone Number 603-271-6911	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Suozzi, DO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>CHESHIRE</i>  On <i>11-9-2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <b>DAVID A. RIVERS, Notary Public</b> My Commission Expires <b>December 3, 2019</b>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steven R. Lavoie, Dir of Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: <i>Sarah Belliveau</i> Director, On: <i>3-9-17</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Nancy J. [Signature]</i> On: <i>3/8/2017</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## EXHIBIT A

Dr. James Suozzi, of Walpole, NH, hereafter referred to as Physician, is being contracted by the Department of Safety, Division of Emergency Services and Communications, hereafter referred to as Division, to provide consulting services as its Medical Director. Medical Director Consulting services include:

1. **Standard Service:** During the term of this Agreement, the licensed Physician shall dedicate seventy two (72) hours per annum [estimated to be an average of approximately six (6) hours per month] of Standard Services. The needs of the Division will dictate actual monthly use of Standard Service hours (i.e. in one month, twelve hours may be used while in the next, three or even zero hours may be used). The Physician will provide reasonable advance notice to the Division of vacation or other scheduled absent time. Standard Service includes, but is not limited to:
  - a. Maintaining current Medical License issued by the State of New Hampshire Board of Medicine.
  - b. Participating in the oversight of ongoing education, training, and medical care provided by the Division to Emergency Medical Dispatchers (EMD's).
  - c. Participating in quality improvement and risk management activities, including oversight of call-taker compliance with protocols including reliability and consistency.
  - d. Participating in the design, operation, and data analysis of the medical protocol system utilized by the Division and data base programs for community injury and disease surveillance.
  - e. Representing the interests of the Division at such meetings and functions as may be required.
  - f. Maintaining confidentiality in accordance with Division policies and procedures as well as state and federal laws including HIPPA standards.
  
2. **Emergency Service:** While not anticipated to be used, the Division may need Services for emergencies (i.e. court case wherein Physician is called upon to provide expert testimony). Sixteen (16) additional hours of Service shall be made available, on a reserve basis each year to be used for such emergencies. Payment for such Emergency Service hours shall be at the then-rate of hourly payment. Division shall not be charged for unused Emergency Service reserve hours.
  - a. If Divisions emergency service needs exceed the allotted sixteen (16) emergency hours, and the Division determines the remaining standard service hours (72 hour annual allotments) is insufficient, it will need to utilize Governor & Council approval procedures to secure additional funding which will require reasonable time to secure.

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- b. If the Physician is unavailable for any or all such emergency hourly it may, upon consent of Division provide an equally or greater qualified substitute for such emergency service until designated Physician is available.
- c. Reasonable amount of notice shall be given by the Division to Physician when emergency hours will be needed. The Physician shall not unreasonably refuse to provide such emergency service.

#### EXHIBIT B

#### TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the Division exceed \$41,500 ("Total Contract Price"). The payment by the Division of the total Contract price shall be the only and the complete reimbursement to DR. JAMES SUOZZI, LLC for all fees and expenses, of whatever nature, incurred by DR. JAMES SUOZZI, LLC in the performance hereof.

The Division will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

#### INVOICING

DR. JAMES SUOZZI, LLC shall submit correct invoices to the Division for all amounts to be paid by the Division. All invoices submitted shall be subject to the Divisions prior written approval, which shall not be unreasonably withheld. DR. JAMES SUOZZI, LLC shall only submit invoices for Service hours as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information to include the number of consulting hours worked indicating either standard or emergency service hours or both as applicable.

Upon acceptance of a properly documented and undisputed invoice, the Division will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Department of Safety  
Division of Emergency Services and Communications  
Attention: PSAP Chief David Rivers  
33 Hazen Drive  
Concord, NH 03305

#### PAYMENT ADDRESS

All payments shall be sent to the following address:

DR. JAMES SUOZZI, LLC , Inc.  
644 Country Road  
Walpole, NH 03608  
Phone: (603) 762-8024

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**OVERPAYMENTS TO DR. JAMES SUOZZI, LLC**

DR. JAMES SUOZZI, LLC shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

**CREDITS**

The Division may apply credits due to the Division arising out of this Contract, against DR. JAMES SUOZZI, LLC invoices with appropriate information attached.

Pricing is set forth in Exhibit B: Pricing will be effective for the Term of this Contract, and any extensions thereof.

The appropriate account number for the P-37 form, section 1.6 is:

Funds are available in the following account in SFY 2017 and contingent upon availability and continued appropriation with the authority to adjust encumbrances through the Budget Office if needed and justified.

02-23-23-236510-13950000 – Dept. of Safety – Div. of Emergency Services – Bureau of Emergency Communications 046-5000462

**Pricing Worksheet**

Features	Proposed Consultant	FY Year 17 Cost	FY Year 18 Cost	FY Year 19 Cost
Cost per hour for Standard Service as outlined in Appendix C (72 annual hours @ \$200 per hr.)	Dr. Suozzi	\$7,200	\$14,400	\$14,400
Cost per hour for Emergency Service outlined in Appendix C (16 annual hours @ \$137.50 per hr.)	Dr. Suozzi	\$1,100	\$2,200	\$2,200
<b>Total Annual Cost</b>		<b>\$8,300</b>	<b>\$16,600</b>	<b>\$16,600</b>

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Optional 2 Year Extension Pricing Worksheet

Features	Proposed Dr. Consultant	1 <sup>st</sup> Year 2010 Cost	2 <sup>nd</sup> Year 2011 Cost
Cost per hour for Standard Service as outlined in Appendix C (72 annual hours @ \$240 per hr.)	Dr. Suozzi	\$17,280	\$17,280
Cost per hour for Emergency Service as outlined in Appendix C (16 annual hours @ \$160 per hr.)	Dr. Suozzi	\$2,560	\$2,560
<b>Total Annual Cost:</b>		<b>\$19,840</b>	<b>\$19,840</b>

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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