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State of New Hampshire

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

JOHN J. BARTHELMES
COMMISSIONER

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

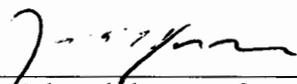
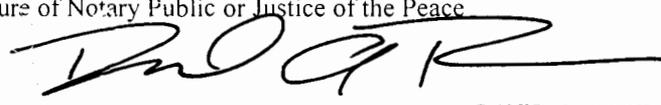
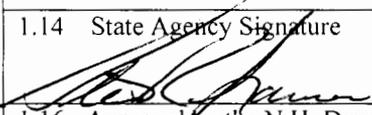
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 6/30/2022 6/30/2019 <i>rk</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 NH , County of CHESHIRE On 11-9-2016 , 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 DAVID A. RIVERS, Notary Public My Commission Expires December 3, 2019			
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>Sara Kellyham</i> Director, On: 3-9-17			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Nancy J. [Signature]</i> On: 3/8/2017			
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.

Initial All Pages:

Contractor's Initials *JS*

- 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

Initial All Pages:

Contractor's Initials



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
Total Annual Cost		\$8,300	\$16,600	\$16,600

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Contractor's Initials JS

Optional 2 Year Extension Pricing Worksheet

Features	Proposed Consultant	FY Year 20 Cost	FY Year 21 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
Total Annual Cost		\$19,840	\$19,840

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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Contractor's Initials



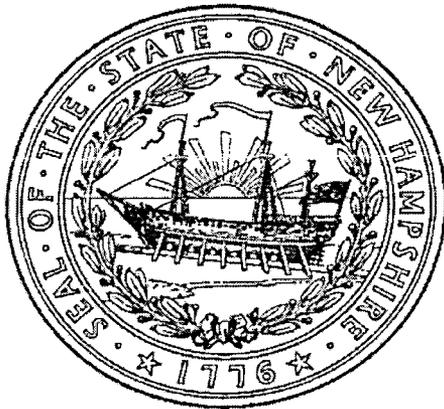
State of New Hampshire

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**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of October A.D. 2016.

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

William M. Gardner
Secretary of State

State of New Hampshire
BOARD OF MEDICINE

JAMES C SUOZZI, DO



License #: 14439

Issued: 5/6/2009

has been duly registered to practice medicine
in this state through

6/30/2017

President

Mark Sullivan PA-C

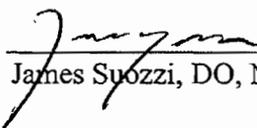


James Suozzi, L.L.C.

Certificate of Authority

November 9, 2016

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 Suozzi, DO, NRP, FACEP

11/9/16
Date

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

Nautilus Insurance Company

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the Company agrees to provide coverage as follows:

A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the Insured all Damages and Claim Expenses which the Insured shall become legally obligated to pay because of any Claim first made against the Insured during the Policy Period and reported to the Company in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any Wrongful Act arising from the rendering or failure to render Professional Services by the Insured, and provided that such Wrongful Act is committed:

1. during the Policy Period; or
2. prior to the Policy Period but after the Retroactive Date, if any; provided that prior to the effective date of the Policy Period:
 - a. the Insured had not given notice of such Wrongful Act to the insurer of any other policy in force prior to the effective date of this Policy;
 - b. the Insured, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such Wrongful Act might be expected to be the basis of a Claim; and
 - c. there are no prior or other policies which provide insurance for such Claim, unless the available limits of liability of such prior policy or policies are insufficient to pay such Claim, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the Insured all Damages and Claim Expenses which the Insured shall become legally obligated to pay because of any Claim first made against the Insured during the Policy Period and reported to the Company in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for Personal Injury or Property Damage caused by an Occurrence, and provided that:

1. the Occurrence takes place after the Retroactive Date, if any; and
2. the Insured, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such Occurrence, nor could have reasonably foreseen that such Occurrence, circumstance, situation or incident might be expected to be the basis of a Claim under this Policy.



James Suozzi, L.L.C

October 20, 2016

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 I am 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