State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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Assistant Commissioner
(603)-271-3204

December 1, 2017

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS), Risk Management Unit (RMU), to enter into a contract with Managed Medical Review Organization, Inc., (MMRO) (Vendor Code # 253943), of Novi, MI, in an amount not to exceed $104,000 for the administration of Advice to Pay Services for Short-Term Disability Income Protection (STD-IP) program provided to eligible state employees consistent with certain State Collective Bargaining Agreements. The Agreement is for a period of five (5) years upon Governor and Executive Council approval for the period effective January 1, 2018 through December 31, 2022, with the option to renew for up to two additional years subject to the approval of the Governor and Executive Council. **100% Agency Income.**

Funding is to be budgeted in the following accounting unit and made available for this contract, contingent upon availability and continued appropriations with the authority to adjust accounts and encumbrances in each of the State fiscal years through the Budget Office as needed and justified.

01-14-14-141010-60270000, Department of Administrative Services, Division of Personnel, State-Wide Employee Benefits Administration:

Class	Class Description	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY2022	SFY 2023
102-500731	Contracts for Program Services	$9,800	$20,000	$20,500	$21,100	$21,600	$11,000
	Grand Total						**$104,000**

EXPLANATION

The DAS Bureau of Purchase and Property, on behalf of RMU, issued a Request for Bid for Advice-to-Pay Services for Short-Term Disability on October 5, 2017. Three hundred eighty (380) entities received direct notification of this solicitation. The bid was posted on the Bureau of Purchase and Property website, and Public Notice was provided through the Union Leader on October 11,12, and 13. On October 26, 2017, one bid was received from MMRO, the incumbent. Attached is a copy of the bid results and public notices.

This agreement is necessary to provide collectively bargained Advice-to-Pay services related to employer paid, short-term disability income protection for members of the New England Police

Benevolent Association and Teamsters' bargaining units. With the addition of Executive Branch unrepresented employees, the eligible population to receive these services is approximately 2,200 employees. Prior to establishing Advice-to-Pay services, upon expiration of paid sick leave, employees accessed a Supplemental Sick Leave program where they applied for salary continuation via sick leave donations solicited from their peers. That approval process was subjective and did not include a medical review. The services provided by this contract replace a subjective review process with an objective clinical review to determine disability.

Eligible employees may receive short-term disability income protection benefits if they meet two conditions: (1) the employee is totally disabled due to a non-occupational illness or injury, and (2) the need for leave goes beyond the employee's accrued paid sick leave. This agreement will provide the State with a recommendation for salary continuation upon completion of an independent medical records review. A registered nurse case manager will be assigned to each claim for short-term disability income protection benefits to assist the employee and the State with the disability claim process.

The cost of the contract is $104,000. Pending Governor and Executive Council approval, this will be the third consecutive agreement with MMRO for these services. MMRO's first contract with the State was for a period of thirteen months; its current two-year contract ends on December 31, 2018. The State's experience over the past several years have been positive for both the employing agency and the employee. MMRO has also demonstrated their industry qualifications through their continued accreditation as a Comprehensive Independent Review Organization through URAC, formerly known as the Utilization Review Accreditation Commission.

Based on the foregoing, I am respectfully recommending approval of the contract with Managed Medical Review Organization, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

STATE OF NEW HAMPSHIRE
Risk Management Unit
RFP# 2018-195
CLOSING DATE FOR RESPONSES: October 26, 2017 11:00 AM

Advice-to-Pay Services for
Short-Term Disability Income Protection

VENDOR	AMOUNT
MMRO	$103,012.80

Decline to Bid
Prudential Financial

Subject: **Advice-to-Pay Services for Short-Term Disability Income Protection (STD-IP)**

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 (Form P-37)

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services - Risk Management Unit		1.2 State Agency Address 25 Capitol Street, Room 412 Concord, NH 03301	
1.3 Contractor Name Managed Medical Review Organization, Inc. (MMRO)		1.4 Contractor Address 44090 W. 12 Mile Road, Novi, MI 48377	
1.5 Contractor Phone Number 866-516-6676	1.6 Account Number 01-14-14-141010-60270000	1.7 Completion Date December 31, 2022	1.8 Price Limitation $104,000
1.9 Contracting Officer for State Agency Joyce Pitman, Deputy Director of Risk and Benefits		1.10 State Agency Telephone Number 603-271-3080	
1.11 Contractor Signature GJSchimizzi		1.12 Name and Title of Contractor Signatory G. Joseph Schimizzi, President	

1.13 Acknowledgement: State of Michigan, County of Oakland

On 11/28/17, 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

Lauren Cooper

[Seal]

LAUREN COOPER
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-29-2024
Acting in the County of Oakland

1.13.2 Name and Title of Notary or Justice of the Peace

Lauren Cooper - Executive Assistant & Notary Public

1.14 State Agency Signature Date: 12/7/17	1.15 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner Department of Administrative Services

1. Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

2. Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 12/11/17

3. Approval by the Governor and Executive Council *(if applicable)*

By: **DEPUTY SECRETARY OF STATE** DEC 20 2017

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 $1,000,000per 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 – SERVICES TO BE PERFORMED

This EXHIBIT A is made a part of the Agreement between the State of New Hampshire ("State") and Managed Medical Review Organization, Inc. dba MMRO (hereinafter referred to as "MMRO" or "Contractor") and sets forth the services and obligations to be performed by MMRO.

I. PURPOSE:

Managed Medical Review Organization, Inc., herein referred to as "Contractor," agrees to provide the State of New Hampshire, Department of Administrative Services, through the Risk Management Unit, with advice to pay services for the self-funded, short-term disability income protection benefit and related services as described in this Agreement.

II. TERM:

The term of the contract shall commence upon approval by the Governor and Executive Council and expire thereafter on December 31, 2022. The contract may be renewed for up to an additional term of two (2) years upon terms and conditions as the parties may mutually agree and upon the approval of the Governor and Executive Council.

The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) days written notice.

III. SPECIFICATIONS FOR ADVICE TO PAY SERVICES FOR SHORT-TERM DISABILITY INCOME PROTECTION:

The State, through collective bargaining, has agreed to provide short-term disability income protection benefits that will offer income replacement for full-time (37.5 hours or more) employees who, through non-occupational illness or injury, have become totally disabled and are unable to perform the duties of their job. The definition and duration of the disability benefit is outlined in the Appendix: Summary of Short Term Disability Benefits.

The services described in this section, Section III, are the required services to be performed by the Contractor. These services will be further defined in work flow diagrams that will be completed by the Contractor and mutually agreed upon within 30 days of the implementation.

A. SCOPE OF WORK

1. CLAIMS MANAGEMENT: Claims management services shall include a minimum of:

   - Claims Intake: Contractor will receive and process the paper claim forms. All sections of the claim form will be received by the Contractor within 15 days from the initial notification by the agency. Once all forms are received by the Contractor the claim review will commence. The Contractor will track the claim forms and provide the State with updates on the status of the intake process. The State will initiate a paper claim, utilizing a mutually agreed upon form, consistent for all agencies, that contains three sections:

     - Section One: To be completed by the employing agency and returned directly to Contractor to include agency contact information, employee demographics,

MMRO's Initials: DP
Date: 11/28/17

confirmation of eligibility and projected date of when the employee will run out of pay. Upon receipt of Section One, the Contractor will start the 15-day time frame to receive all remaining Sections, any extension requests shall be approved by the State.

- Section Two: To be completed by the employee and returned directly to Contractor. They will provide their disability and contact information as well as the necessary releases required to access required health information. They will also provide the contact information for their treating provider.

- Section Three: To be completed by the employee's treating provider and returned directly to Contractor. The employee will be required to request their information from their treating provider with the necessary PHI releases signed.

- Verification of disability and recommendation for leave duration

  - Contractor will collect the necessary paperwork from all parties in addition to performing clinical triage, which shall include telephonic outreaches to the employee and his/her providers as deemed necessary by Contractor. Upon completion of the claim analysis, Contractor will notify the employee and State agency benefit representative, in writing, of Contractor's recommendation to pay the disability benefit and the expected duration of disability according to evidence based disability guidelines, where applicable. The disability recommendation claims process shall be clinically managed by a Disability Nurse Case Manager.

  - Contractor will provide appeal instructions with their determination of disability and leave duration to the employee as necessary.

- Claims monitoring up through work release from provider

  - Contractor's Disability Nurse Case Managers will provide periodic claim review updates, when deemed appropriate on a case by case basis, of approved disability claims to agency, up through a work release from provider or to the point of disability benefit expiration as referenced in the Appendix, whichever occurs sooner. This will be provided as part of the disability recommendation process for the State agency's short-term disability income protection program. These services will include, but not be limited to:

    - The clinical triage efforts of Disability Nurse Case Managers;

    - Clinical analysis throughout the claim life cycle at pre-determined times, on a case by case basis;

    - The use of evidenced-based disability guidelines, where applicable, to assist with disability duration recommendations, if applicable;

MMRO's Initials: AP
Date: 11/28/17

- Access to Physician Medical Consultants for claims reviews, where applicable, and for review and approval of final disability recommendations;

- Benefit denial recommendations will be presented to an internal clinical committee for further review prior to the disability recommendation being made to the State.

  - As necessary, the Contractor will seek clarification from the agency on the employee's job specifications to determine if partial work capacity is permitted or if the employee must remain on disability until a full duty release is obtained from the provider.

- The Contractor shall provide the State agency timely updates for payroll processing via confidential electronic mail.

  - The State processes payroll on a bi-weekly (every two weeks) schedule. Contractor shall provide the State with verification that the employee continues to be totally disabled in accordance with the disability standard as referenced in the Appendix.

  - Contractor shall notify the State agency immediately when the employee has achieved work capacity to perform the duties under their job specifications. At that time, if the agency is able to offer the employee work, the claim will be closed and the employee will be directed to contact his or her State agency.

  - This is a salary continuance plan. The State is self-insuring the Short-term Disability Income Protection claims through the Payroll system. All benefit payment calculations will be managed in-house. Contractor shall not be responsible for any form of payment calculations or benefit off-sets.

2. APPEALS MANAGEMENT:

The Contractor shall serve as a fiduciary solely to perform the processing of claims appeals. The Contractor shall have all the powers necessary and appropriate to enable it to carry out its claims appeal processing duties. This includes, without limitation, the right and discretion to interpret and construe the disability claim information to make the appropriate final approval or denial for claim payment and shall be binding upon the State and employees.

3. REPORTING:

The Contractor shall provide the State with quarterly reports containing the following information, at minimum, by agency and in summary:

- Claimant Name
- Claimant Department
- Claimant Date of Hire
- Benefit Start Date
- Benefit End Date
- Approved/Denied

MMRO's Initials: MP
Date: 11/28/12

- Year Claim Initiated
- Open/Closed
- Claim Volume by Department
- Category/ Type of Claim

The Contractor shall provide agencies with status updates on open claims at regular, pre-determined intervals to include any changes in work capacity or recommended leave durations.

B. TRANSITION

Upon notice of termination of this contract, if applicable, the Contractor will work with the State to develop a mutually agreed upon run-out plan, that will provide continued management of open claims through closure at the flat fee per claim reflected in Exhibit B.

In the event of an early termination, the Contractor will work with the State to develop a transition plan to an alternative short-term disability income protection benefit program or other entity as directed by the State.

C. ELIGIBLE POPULATION

As of the effective date of this agreement, the State's eligible population for short-term disability income protection benefits includes members from the New England Police Benevolent Association (NEPBA), Teamsters Local 633, and unrepresented, full-time employees of the Executive Branch who are eligible for Sick Leave benefits residing in New Hampshire and the surrounding New England states. The eligible population is subject to audit as further described in Exhibit B.

D. ACCOUNT MANAGEMENT

The Contractor shall assign designated experienced personnel to the State account that have adequate caseloads, resources and time to service the account.

1. The Contractor shall, at its own expense, provide all personnel, materials and resources necessary to perform the services under the contract. The Contractor shall warrant that all personnel engaged in the contract services are qualified to perform the services and are properly licensed and otherwise authorized to perform services under all applicable laws. The State reserves the right to request resumes and/or proof of licensure for all personnel performing services.

2. Contractor's personnel shall have a strong dedication to customer service in all aspects of its dealings with the State. Contractor's personnel shall return telephone calls promptly, before the end of the next business day of a message being left, be professional and maintain confidentiality when communicating with State employees. In the event that the State's primary contact will be out of the office for a period of time that does not permit a returned call by the end of the next business day, an alternative contact name will be provided.

3. The State reserves the right to require the Contractor to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance.

MMRO's Initials: MP
Date: 11/28/12

E. IMPLEMENTATION

1. Implementation shall begin upon approval of the contract by Governor and Executive Council (G&C meeting date to be determined).

2. The Contractor's implementation plan shall include, if needed, a teleconference(s) where the State's agency benefit representatives responsible for managing disability leave of absence requests are introduced to the new Contractor and process. The date(s) and time(s) for this meeting(s) will be determined within 30 days of contract execution.

F. PERFORMANCE GUARANTEES

The Contractor agrees to place at least twenty-five percent (25%) of the contract price at risk for Performance Guarantees.

Performance Guarantee metrics will be self-reported and subject to audit by the State.

Results for the Performance Guarantees will be measured, scored, reconciled and reported by the Contractor within thirty (30) calendar days following the end of each calendar year since the start of the contract.

Program-wide Performance Guarantees			
Performance Area	**PG Penalty**	**$ at Risk**	***How Measured? Data Source? Frequency?***
A. **Documentation of Contacts** *Contacts with members and/or providers will be documented within two (2) business days of the contact, according to the established template.*	≤ 90%	20%	System-generated report based on populated fields in *MMRO Claims Management System (MCMS)*. Frequency of report will be on a quarterly basis.
B. **Disability Recommendation Turnaround** *Disability Recommendations will be provided to the State within twenty-five (25) business days of receipt of all sections of the completed disability application.*	≤ 90%	40%	System-generated report based on populated fields in MMRO *Claims Management System (MCMS)*. Frequency of report will be on a quarterly basis.
C. **Disability Recommendation Finalization** *Disability Recommendations will be provided to the State within three (3) business days of receiving all necessary information for recommendation to be made.*	≤ 90%	40%	System-generated report based on populated fields in *MMRO Claims Management System (MCMS)*. Frequency of report will be on a quarterly basis.
TOTAL		100%	

FINANCIAL RISK SUMMARY

- *Amount at risk is based on actual billed fee for the applicable 12- month period.*
- *25% of the total fees for Disability Claim Review Services are at risk.*
- *Measured, assessed and paid within thirty (30) days of end of the 12-month period and provided to the State.*

MMRO's Initials: [illegible]
Date: 11/28/17

- *All Performance Guarantees will be measured quarterly. The cumulative penalty due to the State will be based on cumulative annual performance and will be paid in a separate check after the annual reconciliation is completed.*
- *In the event of an early termination, financial penalties shall be measured and paid within thirty (30) days of notice of termination and will be based on the pro-rata amount of the fiscal year for which the agreement was terminated.*

G. FILE RETENTION, STORAGE AND DESTRUCTION

Records may be maintained for the period of time required by any applicable law or regulation. Upon termination of the contract and/or at the end of any applicable retention period, the Contractor will contact the State and the State may elect to have files securely transferred to the State or a designee or can elect to have them destroyed by the Contractor. Data retention, storage and destruction will take place in a manner which ensures that the confidentiality of the material is maintained.

H. PRIVACY PRACTICES

In providing the services described herein, the following types of personal information collected will likely include, but not specifically be limited to:

- Employee claim form;
- Treating provider information;
- Employee's eligibility documents;
- HIPAA release form;
- Associated medical/non-medical data;
- Applicable personal information gathered during claim analysis

Personal information provided at the time of claim intake and gathered during the claim process will be utilized solely for the purposes of verifying disability in accordance with the disability provisions of the State agency. Personal information, including PHI, will be used solely for purposes of disability claim adjudication and disclosed only as permitted by federal and state law regarding confidentiality of personal information.

Contractor will maintain the integrity, confidentiality, and security of all records and information pertaining to the claimant. Contractor will comply with all federal and state laws regarding the confidentiality of claimant confidential and medical information. Specifically, all Contractor personnel allowed to access protected health information (PHI) will be trained and monitored for compliance with the Health Insurance Portability and Accountability Act (HIPAA). Communication regarding disability claims between the Contractor and the State shall be secure either via a secure portal or via an encrypted mail (TLS).

I. SURVIVAL

The parties rights and obligations under Section III, B and Section III,F shall survive the termination of this agreement for any reason.

MMRO's Initials: [illegible]
Date: 11/28/17

EXHIBIT B - CONTRACT PRICE, INVOICING AND PAYMENT TERMS

1. **Contract Price.** The Contractor shall receive payment not to exceed $104,000.00 in return for the services described in Exhibit A (hereinafter referred to as the contract price) for the term of the contract, to include a one-time flat rated payment for claims run-out.

2. **Invoicing.** The Contractor shall be responsible for submitting monthly invoices to the State by the 15th calendar day of the month following the month of service, based on the eligibility count of 2,200 employees per month.

Based on the foregoing, the Contractor shall invoice the State monthly in the amount of, no less than the following:

Year	Per Employee Per Month Rate (PEPM)	X Minimum number of Employees Per Month	Total Monthly Invoice
Year 1 (1/1/2018 – 12/31/2018)	$0.735	2,200	$1,617.00
Year 2 (1/1/2019 – 12/31/2019)	$0.757	2,200	$1,665.40
Year 3 (1/1/2020 – 12/31/2020)	$0.780	2,200	$1,716.00
Year 4 (1/1/2021 – 12/31/2021)	$0.803	2,200	$1,766.60
Year 5 (1/1/2022 – 12/31/2022)	$0.827	2,200	$1,819.40

The State will reconcile the eligible population count at the end of each month. If the total exceeds 2,200, the State will notify the Contractor of the increased population. The Contractor shall invoice the State based on this adjustment. The reconciled amount to be paid to the Contractor shall be per employee per month above the guaranteed minimum of 2,200.

Upon contract termination, minimum invoice payments will be stopped. Any approved claims open at the time of contract termination will be managed by the Contractor through to each claims closure for a flat fee of $380 per claim.

Invoices shall be submitted to:

The State of New Hampshire
Department of Administrative Services
Risk Management Unit, Rm 412
25 Capitol Street
Concord, NH 03301
Or via email (address to be assigned during implementation)

3. **Payment Terms.** The Contractor shall be paid within thirty (30) days after receipt of invoices and acceptance of the work to the State's satisfaction. Said payments shall be made electronically through an automatic deposit or ACH credit.

The State shall not make payments to the Contractor prior to G&C approval or the service commencement date, whichever is later.

MMRO's Initials: MP
Date: 11/28/17

EXHIBIT C – SPECIAL PROVISIONS

1. Replace Section 14.1.1 with the following: 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or monetary damage, in amounts of not less than $250,000 per claim and $1,000,000 each occurrence and no less than $1,000,000 in excess/umbrella liability each occurrence.

2. Amend the P37 by including the following: The Contractor shall, at its own expense, obtain and maintain in force, the following insurance: Professional liability coverage with limits in the amount of no less than $1,000,000 per claim and $3,000,000 in the aggregate.

3. There are no other special provisions for this contract.

MMRO's Initials: MD
Date: 11/28/17

APPENDIX - Summary of Short Term Disability Benefits

The State of New Hampshire, herein referred to as "the employer," agrees to provide this Short Term Disability Income Protection Program(STD-IP) benefits providing replacement income for full-time employees who become Totally Disabled and are unable to perform any of the duties of their occupation as outlined in the Supplemental Job Descriptions (SJDs). Specific conditions and benefits are in accordance with the benefits outlined below:

Definition of Total Disability: If as a result of injury or sickness (to include pregnancy) the employee is unable to perform the activities of their employment with the employer and unable to perform the functions and duties of a person of the same age and gender.	
Proof of Disability: Proof from the employee's physician of Total Disability is required and approval is necessary upon completion of medical review.	
The employees are required to use all accrued Sick Leave prior to being eligible for pay under this short term disability benefit.	
The employees accrued Annual Leave may be used by the employee to offset any reduction of the weekly benefit up to 100% of Weekly Base Earnings.	
An employee who is absent under this provision shall continue to have health and dental benefits paid, and shall not have seniority, increment, longevity or leave accrual dates changed. Actual leave accrual will resume on the employee's return to work.	
If and when an employee has a work capacity that the employer is able to accommodate, they are no longer eligible to receive pay under this benefit.	
Benefit Waiting Period: 30 calendar days or the date an employee's sick leave is exhausted, whichever is later.	
Weekly benefits: Benefits begin at the end of the Benefit Waiting Period.	
Calendar Days 1 – 60:	100% of the employee's weekly base earnings
Calendar Days 61 – 120:	85% of the employee's weekly base earnings
Calendar Days 121 – 182:	70% of the employee's weekly earnings
Maximum Duration: 26 weeks or date of termination of employment, whichever is earlier (182 days divided by 7 days/week = 26 weeks total) Note that paid sick leave is not included in duration.	

MMRO's Initials: MB
Date: 11/28/12

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 MANAGED MEDICAL REVIEW ORGANIZATION, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on October 04, 2013. 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: **698556**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of November A.D. 2017.

William M. Gardner
Secretary of State

MMRO

CORPORATE RESOLUTION

I, G. Joseph Schimizzi, hereby certify that I am the President and sole officer of Managed Medical Review Organization, Inc. ("MMRO"), a corporation organized and validly existing under the laws of the State of Michigan, and further certify that the following facts are true and were taken from the corporate records of MMRO.

IT IS HEREBY RESOLVED, the G. Joseph Schimizzi is authorized to make, execute, and approve, on behalf of MMRO, any and all contracts and amendments thereof.

I, G. Joseph Schimizzi, do further certify that this Corporate Resolution has not been in any way altered, amended or repealed, and is now in full force and effect. I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief.

GJSchimizzi

G. Joseph Schimizzi, President

11/28/17

Date

Subscribed and sworn to by G. Joseph Schimizzi before me on this 28 day of November, 2017.

Signature: Lauren Cooper

Printed Name: Lauren Cooper

Notary Public, State of Michigan, County of Oakland

My commission expires: 5-29-2024

LAUREN COOPER
Notary Public, State of Michigan
County of Oakland
My Commission Expires 05-29-2024
Acting in the County of Oakland

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2017

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).

PRODUCER
Marsh & McLennan Agency LLC
15415 Middlebelt Road
Livonia MI 48154-3805

CONTACT NAME: Kelly M Shaw
PHONE (A/C, No, Ext): 734-525-2452 FAX (A/C, No): 212-948-5818
E-MAIL ADDRESS: kshaw@mma-mi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Co	20281
INSURER B : Landmark American Ins. Co.	33138
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
MANAGMEDIC
Managed Medical Review Organization Inc.
44090 W. 12 Mile Road
Novi MI 48377

COVERAGES CERTIFICATE NUMBER: 1193231999 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			36000790	12/16/2016	12/16/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$Included
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			73582587	12/16/2016	12/16/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			79877687	12/16/2016	12/16/2017	EACH OCCURRENCE	$9,000,000
							AGGREGATE	$9,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71745604	12/16/2016	12/16/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Professional Liability			LHR760949	12/19/2016	12/19/2017	Each Claim Limit Aggregate Limit Each Claim Deductible	$2,000,000 $3,000,000 $25,000

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

Please see next page for additional policies.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Administrative Services
25 Capitol Street
Concord NH 03301

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

Kelly Shaw

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Additional Policies:

Privacy & Data Breach Liability:

Policy #: UCS2677516

Policy Period: 12/20/16-12/20/17

Each Claim Limit: $2,000,000

Aggregate Policy Limit: $2,000,000

Retention Each Claim: $25,000

Retroactive Date: 12/20/2013

Employment Practices Liability:

Policy #: LHB-D124535

Policy Period: 12/20/16-12/20/17

Each Claim Limit: $1,000,000

Aggregate Policy Limit: $1,000,000

Retention Each Claim: $10,000

Retroactive Date: 12/20/2016

legal notice...
New Hampshire Union Leader
and
New Hampshire Sunday News
make it easy for you.
Call or email us at
603-668-4321 x 264
or
legals@unionleader.com

Planning Board Meeting
Thursday, October 26, 2017
at 8am

The Planning Board will meet at their regularly scheduled meeting on October 26, 2017 beginning at 8am at the Rust Municipal Building, 14 TAC Lane, Waterville Valley, NH.

The Planning Board will have on their agenda one Site Plan Review for:

Boulder Path Inc. / Craig Larson
DBA Waterville Valley Golf Club

The Site Plan Review is proposed for a storage unit located at 1 Boulder Path Rd., Waterville Valley, NH Tax Map 105-009

A copy of the proposed site plan is available for public inspection at the Waterville Valley Town Office, 14 TAC Lane. Regular office hours are Monday-Friday, 8am to 4pm.

(UL - Oct. 13)

Legal Notice

PUBLIC NOTICE
INVITATION TO BID

The State of New Hampshire, Department of Administrative Services, is seeking bids from qualified vendors to provide Advice-to-Pay services for Short-Term Disability Income Protection. Specifications may be obtained at https://das.nh.gov/purchasing **RFP # 2018-195**. To qualify, bids must be submitted to the Bureau of Purchase and Property no later than 11:00 A.M. on Thursday, October 26, 2017

Danielle Bishop
Department of
Administrative Services

(UL - Oct. 11, 12, 13)

(UL - Sept. 27; Oct. 4, 11)

Legal Notice

PUBLIC NOTICE
INVITATION TO BID

The State of New Hampshire, Department of Administrative Services, is seeking bids from qualified vendors to provide Advice-to-Pay services for Short-Term Disability Income Protection. Specifications may be obtained at https://das.nh.gov/purchasing **RFP # 2018-195**. To qualify, bids must be submitted to the Bureau of Purchase and Property no later than 11:00 A.M. on Thursday, October 26, 2017

Danielle Bishop
Department of
Administrative Services

(UL - Oct. 11, 12, 13)

sent to the party listed below and any other party who has filed an appearance in this matter.

November 19, 2017 - Ditech Financial LLC shall file the Return of Service with this Court. Failure to do so may result in this action being dismissed without further notice.

Notice to Heirs, Devisees and Legal Representatives of Paul H. Messier: If you do not comply with these requirements, you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:
Danielle C. Gaudreau, ESQ
Harmon Law Offices PC
150 California Street
Newton MA 02458
BY ORDER OF THE COURT
September 14, 2017
W. Michael Scanlon
Clerk of Court

(UL - Sept. 27; Oct. 4, 11)

on September 15, 2017. Nationstar Mortgage LLC d/b/a Champion Mortgage Company By its Attorneys, Marinosci Law Group, P.C. 275 West Natick Road, Suite 500 Warwick, RI 02886 Telephone: (401) 234-9200 MLG File No.: 16-14655

(UL - Oct. 12, 19, 26)

days thereafter. The said holder re-
serves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

BAYVIEW LOAN SERVICING, LLC
By its Attorneys,
HAUGHEY, PHILPOT & LAURENT, P.A.
816 North Main Street
Laconia, NH 03246
(603) 524-4101
September 18, 2017

(UL - Oct. 12, 19, 26)

satisfactory to mortgagee's attorney.
The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale.

Dated at Plainville, Massachusetts, on October 10, 2017

RoundPoint Mortgage Servicing Corporation
By its Attorney,
/s/Amy N. Azza, Esq.
Bendett & McHugh, P.C.
270 Farmington Avenue, Ste. 151
Farmington, CT 06032
(860) 677-2868

(UL - Oct. 12, 19, 26)

Public Notices...
your right to know!
Read them in
New Hampshire Union Leader
and
New Hampshire sunday News
and online at
www.unionleader.com

Legal Notice

Strive Health of Manchester intends to file an application for a Laboratories and Collecting Stations license with the State of New Hampshire Department of Health and Human Services. Strive is a trauma-informed outpatient recovery program treating Substance Use Disorder and co-occurring issues located at 1750 Elm Street, Suite 103, Manchester NH 03104. For more information please visit our website at https://www.strivecares.com or call us at (603) 865-1706.

(UL - Oct. 12, 13)

Legal Notice

PUBLIC NOTICE
INVITATION TO BID

The State of New Hampshire, Department of Administrative Services, is seeking bids from qualified vendors to provide Advice-to-Pay services for Short-Term Disability Income Protection. Specifications may be obtained at https://das.nh.gov/purchasing **RFP # 2018-195**. To qualify, bids must be submitted to the Bureau of Purchase and Property no later than 11:00 A.M. on Thursday, October 26, 2017

Danielle Bishop
Department of
Administrative Services

(UL - Oct. 11, 12, 13)

Legal Notice

The Zoning Board of Adjustment for the Town of Derry will hold a public hearing on **Thursday, October 19, 2017, at 7:00 p.m.** at the Derry Municipal Center, 14 Manning Street, to review the following.

New England Pioneer Associates, LLC
PID 02019-001,
56 Kendall Pond Road
Zoned Industrial I

The applicant is requesting a variance to the terms of Article XII, Section 165-101.A.12 of the Town of Derry Zoning Ordinance to erect up to a 120 foot high sign where a maximum height of 40 feet is permitted.

(UL - Oct. 12)

Legal Notice

TOWN OF SALEM NH

Legal Notice

TOWN OF SALEM NH