State of New Hampshire

REQUEST FOR BID

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

RFB #2018-195

Bid Submission Deadline: Thursday, October 26, 2017

Department of Administrative Services
Risk Management Unit
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INTRODUCTION

This is a Request for Bid (RFB) issued by The State of New Hampshire ("State"), Department of Administrative Services, acting through the Risk Management Unit in accordance with Revised Statutes Annotated (RSA) 21:I:7-c, for Advice-to-pay Services for Short-Term Disability Income Protection.

A. BACKGROUND

The State provides a self-funded accrued sick leave program for full-time employees that increases with longevity up to a maximum of 120 days. The purpose of sick leave is to afford employees protection against lost income from absences due to non-work related illness or injury.

If an employee needs to be out of work for a period of time longer than his or her accrued balances support, he or she has the option to apply for additional short term disability income protection. See Appendix A for a summary of the current Employer Paid Short Term Disability Income Protection (STD-IP) plan design. The administration for the additional leave varies by union. The State is seeking a qualified vendor to provide an independent medical claims review and a recommendation for salary continuation.
SECTION II

BIDDING INSTRUCTIONS AND CONDITIONS

A. BIDDING CONDITIONS FOR THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES, RISK MANAGEMENT UNIT

1. RFB SCOPE

The Department of Administrative Services, through the Risk Management Unit, is soliciting bids for Advice-to-Pay Services for the Short-Term Disability Income Protection (STD-IP) plan to include claims intake, disability verification, leave duration recommendations, claims management, and appeals management.

2. MANDATORY INSTRUCTIONS FOR VENDORS

Read the entire RFB prior to filling it out. In the preparation of your bid response, you shall complete all sections of the RFB and provide your Bid by the stated Bid Submission Deadline.

- Complete the pricing information in Section IV: Offer Worksheet
- Complete the “Vendor Contact Information” section, on page 10
- Complete the company information in Appendix B: “State of New Hampshire Bid Transmittal Letter”, and sign in the space provided. This page must be notarized to be an official submission.

All companies, producers, agents or underwriters submitting a bid response are construed to have agreed to all terms and conditions set forth in the RFB. This RFB may not be altered or modified by bidders or bidding entities.

Failure to follow these instructions is grounds for rejection of your RFB response.

3. PUBLIC DISCLOSURE

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including but not limited to, RSA Chapter 91-A (the “Right-to-Know” Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential shall be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note “confidential” beside the highlighting. Use of any other term, such as “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked “confidential,” clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You shall also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) portions of the bid or proposal shall be deemed to be public information.
marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor’s rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor’s designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered “quiet time.” Vendors may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than the point of contact for this RFB) including the requesting/customer agency(ies). If found in violation of this part, the vendor shall be found non-compliant and shall no longer be allowed to proceed in the award process.

4. **RFB INQUIRIES**

All questions regarding this RFB, including clarifications and proposed specification changes or modifications to the terms and conditions of the form contract P-37, must be submitted to Danielle Bishop at Danielle.Bishop@nh.gov. All questions or requests for modifications must be submitted in writing via e-mail no later than October 16, 12:00 P.M. Questions shall not be submitted to anyone other than the Point of Contact listed or his/her representative. Vendors that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant. The vendor must include complete contact information including the vendor’s name, telephone number, fax number, and e-mail address. The State shall attempt to provide any assistance or additional information of a reasonable nature, which might be required by interested vendors. The questions and answers will be consolidated and responded to via a written addendum, or addendums that will be posted on the State’s website.

RFB inquiries must be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFB.

5. **ADDENDA**

In the event it becomes necessary to add to or revise any part of this RFB prior to the scheduled bid submission deadline, any Addenda(s) shall be posted on the Bureau of Purchase and Property web site. Before submitting your bid, check the site for any addenda or other materials that may have been issued, that would affect this RFB. The web address is https://das.nh.gov/Purchasing/.
6. **VENDOR CERTIFICATIONS**

All vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee) https://das.nh.gov/Purchasing/.

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), shall **ONLY** be awarded to a Vendor who is registered to do business AND in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://www.sos.nh.gov/corporate.

7. **TERMS OF SUBMISSION**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendor(s) selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor’s bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company’s acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State’s format.

8. **BID SUBMISSION DEADLINE**

All RFB submissions must be received at the Bureau of Purchase and Property **no later than 11:00 AM on October 26, 2017.** Submissions received after the date and time specified will be marked as late and will not be eligible for consideration.

All offers shall remain valid from the bid submission deadline until contract award. A vendor’s disclosure or distribution of bids other than to the Department of Administrative Services, Bureau of Purchase and Property, shall be grounds for disqualification. No more than one (1) bid per respondent shall be submitted.

Bid prices must be in US dollars and must include all costs required by this bid invitation. Special charges, surcharges, processing charges (including credit card transaction fees), or other charges of any kind (by any name) may not be added on at any time (to include writing them separately in the RFB “Offer” section). Any and all charges shall be built into your bid price at the time of the bid.

Vendors shall submit their bid to:

**State of New Hampshire**  
C/O Danielle Bishop, Administrative Services  
Bureau of Purchase and Property  
25 Capitol Street  
Concord, NH 03301-6312
9. **RFB DELIVERY**

Your RFB response must conform to the following criteria in order to be considered:

a. RFB responses must be addressed to the State of New Hampshire, Bureau of Purchase and Property, Attention: Danielle Bishop.

b. Exterior of the package shall be permanently marked identifying the submitting party’s name and address, as well as the assigned RFB #2018-195.

c. Package shall be sealed (tape, glue etc.).

d. RFB responses must include:
   
   i. One (1) original (clearly identified as such) of your RFB responses including any Addenda in numerical sequence and signed;
   
   ii. Three (3) conforming copies (clearly identified as a copy) of your RFB response; and
   
   iii. One (1) electronic* copy of your RFB response.

iv. The original RFB response must include Appendix B, State of NH Transmittal Letter, signed by a person authorized to bind the company to all commitments made in the RFB response.

v. RFB responses transmitted by facsimile or e-mail shall not be accepted or reviewed.

* In the event of a discrepancy between a bid response received in paper and electronic copy, the paper copy identified as the ‘original’ shall prevail.

The State shall not be held liable for any costs incurred by the vendor in preparing or submitting an RFB response. Any and all damage, which may occur due to shipping, is the vendor’s responsibility.

10. **ADDITIONAL INFORMATION**

The State reserves the right to make a written request for additional information in writing from a vendor to assist in understanding or clarifying a bid response.

The State reserves the right to reject any and all bids, or any part thereof.

11. **WAIVER OF MINOR IRREGULARITIES**

The State reserves the right to waive minor irregularities in bids. Such waiver shall in no way modify the RFB requirements or excuse a vendor from full compliance with RFB specifications and other requirements if the vendor’s bid is selected.

12. **RESTRICTION OF CONTACT WITH STATE EMPLOYEES**

From the release date of this RFB, all contact with personnel employed by or under contract with the State related to this RFB, except those specifically mentioned in this RFB, is prohibited. Improper contact is grounds for rejection of your bid response.

13. **CANCELLATION**

The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.
14. **NOTIFICATION AND AWARD OF CONTRACT**

Bid results will not be given by telephone. Vendors wishing to attend the bid opening should be aware that only the names of the vendors submitting responses and pricing shall be made public. Other specific response information will not be provided. The State shall provide notification via email and/or telephone to the selected vendor. Public announcements or news releases pertaining to any contract award shall not be made without the written permission of RMU. Bid results will be made public after final approval of the contract(s).

Bid results may be viewed at: [https://das.nh.gov/Purchasing/](https://das.nh.gov/Purchasing/)

15. **CONTRACT TERMS AND CONDITIONS**

a. The Transmittal Letter (attached hereto as Appendix B) must be signed and submitted with your RFB response. Failure to submit the Transmittal Letter with your response shall result in rejection of your response.

b. The form contract P-37 (attached hereto as Appendix C) shall form the basis for any resulting contract. The awarded vendor and the State, following notification of award, shall promptly execute the P-37 contract, as amended by the parties to incorporate the service requirements of this RFB, price conditions established by the vendor's offer, performance responsibilities and any other reasonable administrative practices and services.

In addition to the fully and properly executed P-37, the awarded vendor shall promptly provide the required documentation needed for Governor and Council approval. Such documents shall include, but may not be limited to, a Certificate of Authority/Vote, an original Certificate of Good Standing, and a Certificate of Insurance.

- The **Certificate of Good Standing** must be dated on or after April 1, 2017 (entities must file their annual reports with the Secretary of State by April 1st of each year) and have a gold seal. The Certificate of Good Standing is available from the Secretary of State's Office by calling (603) 271-3244 or (603) 271-3246 or by visiting [http://sos.nh.gov/corp_div.aspx](http://sos.nh.gov/corp_div.aspx).
- The **Certificate of Insurance** shall contain coverage limits in accordance with sections 14 and 15 of Form P-37.

**B. RFB ESTIMATED TIMETABLE/ SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>Action</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFB Released</td>
<td>October 5, 2017</td>
</tr>
<tr>
<td>Deadline for Vendor Inquiries and/or Requests for Clarification and Bid Specification Changes</td>
<td>October 16, 2017 at 12:00 PM</td>
</tr>
<tr>
<td>Response to Vendor Inquiries and/or Requests for Clarification and Bid Specification Changes</td>
<td>No later than October 20, 2017</td>
</tr>
<tr>
<td>Bid Submission Deadline</td>
<td>October 26, 2017 at 11:00 AM</td>
</tr>
<tr>
<td>Bid Opening in Concord</td>
<td>October 26, 2017 at 11:00 AM</td>
</tr>
<tr>
<td>Notification of Intent to Award</td>
<td>November 1, 2017</td>
</tr>
<tr>
<td>Contract Effective Date</td>
<td>Upon approval by Governor &amp; Council</td>
</tr>
<tr>
<td>Implementation*</td>
<td>Upon approval by Governor &amp; Council</td>
</tr>
<tr>
<td>Service Commencement Date</td>
<td>January 1, 2018</td>
</tr>
</tbody>
</table>

*Important Note Regarding Contract Implementation*

The contract shall commence upon the approval by Governor and Executive Council assuming an implementation period of approximately 30 days. The vendor shall be prepared to commence
implementation activities immediately upon approval by the Governor and Executive Council. No later than one week after approval, the vendor shall submit a detailed implementation plan and timeline subject to the Risk Management Unit’s approval. The implementation activities shall be in accordance with Section III. Implementation activities shall be conducted in close collaboration and with the approval of the Department.

Payments to the awarded vendor shall not commence prior to the service commencement date.

C. TERM OF CONTRACT

The anticipated contract will commence upon the later of Governor and Council approval, or on the service commencement date, and expire on December 31, 2022. The contract may be renewed for up to an additional two (2) years upon the terms and conditions as the parties may mutually agree and upon the approval of the Governor & Council.

The State shall have the right to terminate the contract, if a contract is awarded, at any time by giving the vendor thirty (30) days advance written notice.

D. ELIGIBILITY CRITERIA

All bids shall meet or exceed the eligibility criteria contained in this section. Bids that are not in compliance with the eligibility criteria shall be deemed non-responsive.

- The bidding entity shall currently be a business entity in existence, registered to do business in the State of New Hampshire, and possess all applicable approvals including a Certificate of Good Standing from the Secretary of State.

- The bidding entity shall have a minimum of four (4) years of experience providing similar services to the public sector, state government, in particular, as specified in Section III, Scope of Services. To demonstrate such experience the vendor must provide:

  A minimum of three (3) current client references willing to speak to the State (preferably peer groups for the services requested in this RFB). Provide the following information for each reference:

  - Client name, client contact, client address and client contact telephone number and email address
  - Number of employers
  - Number of employees
  - Services provided
  - Effective date of contract

- The vendor shall maintain normal business hours, Monday through Friday, 8:00 am - 4:30 pm, Eastern Standard Time.

- Any subcontractor to be used in performing the services shall be fully disclosed at the time of bid submission and meet all applicable eligibility requirements as outlined herein. The awarded vendor shall remain fully responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters.

- No insurance agency or agent shall secure the insurance services of any carrier in anticipation of an unissued and unadvertised State solicitation. Entering into a relationship or communicating with any carrier in such a manner as would result in the preclusion of other agencies or agents from obtaining the services of said insurance carrier shall constitute securing insurance services. The bidding entity shall not participate in “blocking the market” or any other non-competitive behavior in order to prevent other potential vendors from full and open competition in responding to this bid. Agents submitting bids shall disclose the identity of all markets approached and provide a short narrative of each market’s response. Failure to comply with the terms of this section is grounds for disqualification. The bidding entity affirms it has followed these practices by signing the Transmittal Letter (Appendix B of this RFB).
E. **BID AWARD CRITERIA**

A contract award, if any, shall be made to the vendor that meets or exceeds the criteria established in the bid specifications detailed in Section III offering the lowest contract price. The offer shall be the total invoice price and shall reflect any taxes, fees and agent/broker commissions which the vendor intends the State to pay.

The award of any contract shall be subject to the proper execution of all contract documents (acceptable to the State) and the approval of the Governor and Executive Council. If the State is unable to reach agreement with the vendor, the State may, at its sole discretion and at any time and without liability to the vendor, immediately terminate such contract discussions with the vendor and undertake discussions with the vendor submitting the next lowest bid, and so on.

The State may cancel the RFB and reject bid(s) at any time prior to the final execution of a contract.

F. **SUBCONTRACTORS**

If your organization plans to utilize subcontractors for any portion of the services identified in this RFB, subcontractor information shall be provided with your bid response, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFB. Subcontracting of services shall require prior approval by the State.

G. **VENDOR CONTACTS**

**Designate the individual(s) with the following responsibilities:**

The individual(s) representing your company during the RFB process:

Representative Name: ________________________ Phone #:______________ Email: ______________________

The individual(s) responsible for day-to-day service (if different):

Representative Name: ________________________ Phone #:______________ Email: ______________________
SECTION III
SCOPE OF SERVICES / SPECIFICATIONS FOR
ADVICE-TO-PAY SERVICES FOR SHORT-TERM DISABILITY INCOME PROTECTION

The services described in this section, Section III, are the required services to be performed by the awarded vendor.

A. SCOPE OF WORK

The State, through collective bargaining, provides short-term disability income protection (STD-IP) 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 State is seeking a limited scope contract with a vendor who can to provide advice-to-pay services for the self-funded, short-term disability benefit to include the following services:

1. CLAIMS MANAGEMENT: Claims management services shall include a minimum of:
   • Claims intake (online, in paper and/or telephonic submission). The intake process may vary based on the capability of the vendor. If the vendor has an electronic method of claim submission, the State is amenable to using that system. However, the most typical method would be in paper on the mutually agreed upon claim form. If follow up information is necessary, that may be provided over email or phone between the vendor and the State agency benefit representative.
   • Verification of disability and recommendation for leave duration.
   • Claims management up through work release from provider.

The vendor shall support the following claims management process:
   • The State agency will determine eligibility and initiate the claim process with the employee via a paper or electronic claim form. The claim form will be a mutually agreed upon format between the State and the vendor and will be used for all agencies for the standardized intake process.
   • The employer will notify the vendor of the employee’s eligibility and date claim was initiated.
   • The employee will complete their portion of the claim form and also provide the treating provider with their portion of the claim form.
   • The vendor shall collect the necessary paperwork from all parties and will notify the employee and the State agency benefit representative of the determination of approval or denial. It is the expectation that communication regarding disability claims between the contracted vendor and the State be secure either via a secure portal or via an encrypted email (TLS).
   • The vendor shall provide the State agency benefit representative timely updates for payroll processing via a secure portal or via an encrypted email (TLS). The State processes payroll on a bi-weekly (every-two weeks) schedule. The State will need to have verification that the employee continues to be totally disabled in order to pay them accordingly. The medical determination schedule may vary by case or situation so standardization may not be possible in all cases. The State is looking to pay employees accurately and on time and minimize retroactive payment corrections.
   • The vendor shall notify the State agency benefit representative immediately when the employee has achieved any work capacity. The determination should be based on the job description, the employee’s ability to perform the essential functions of that job and the treating physician’s release to perform any of those essential functions. At the time that work capacity is determined, the claim will be closed and the employee will be directed to contact his or her State agency benefit representative. The return to work process will be managed internally by the State agency.
It is the State’s intention to manage the return to work plans and partial disability leaves of absence in-house. The State is not looking for Employee Assistance Program (EAP) or return to work services. This process will be managed separately from the Family Medical Leave Act administration or any of its components.

This is a salary continuance plan. The State is self-insuring the Short-term Disability claims through the Payroll system. All benefit payment calculations will be managed in-house.

2. APPEALS MANAGEMENT:

The vendor shall serve as a fiduciary solely to perform the processing of claims appeals. The vendor 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 vendor shall provide the State with monthly reports containing the following information, at minimum, by State agency: claims submitted, claim date approved or denied, date claim is closed, and total days of leave approved. The vendor shall also provide status reports by State agency and other reports as requested by the State.

B. ELIGIBLE POPULATION

The State’s eligible population for short-term disability leave benefits is based on a twelve month period and the State estimates that approximately ten claims will be filed per 1,000 active employees. Based on the current population eligible for this benefit (2,200), less than 25 claims can be anticipated over one year.

Notwithstanding, the State offers an accrued sick leave program covering approximately 10,000 active employees. As a result of collective bargaining with respect to employee benefits, there is a possibility that additional participants may become eligible for the program (up to 10,000 active employees) during the contract term.

C. ACCOUNT MANAGEMENT

The vendor shall assign designated experienced personnel to the State account that have adequate case loads, resources and time to service the account.

1. The vendor shall, at its own expense, provide all personnel, materials and resources necessary to perform the services under the contract. The vendor 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. Vendor’s personnel shall have a strong dedication to customer service in all aspects of its dealings with the State. Vendor’s personnel shall return telephone calls promptly, be professional and maintain confidentiality when communicating with State employees.

3. The State reserves the right to require the vendor to remove and/or reassign any employee, including the lead staff member, from the State account due to unacceptable job performance. The State retains the right to approve any replacement employee(s).
D. IMPLEMENTATION

- Implementation shall begin upon approval of the contract by Governor and Council (G&C meeting date to be determined) for an effective date of coverage January 1, 2018.

- The vendor’s implementation plan shall include an orientation meeting where the State’s agency benefit representatives responsible for managing disability leave of absence requests are introduced to the new service representative(s) and process. The date and time for this meeting will be determined during the implementation planning.

E. ADMINISTRATIVE FEE INVOICING AND PAYMENT TERMS

1. The vendor shall submit monthly invoices to the State. The invoice shall be based on a flat, fixed amount divided evenly over the duration of the contract.
   a. The vendor shall breakout the eligible population into subgroups so the state can appropriately reconcile and report the data.
   b. 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)

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

3. The vendor 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.

F. PERFORMANCE GUARANTEES

The State requires vendors to agree 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 vendor via the performance guarantee reconciliation report within thirty (30) calendar days following the end of each calendar year beginning after the first contract year.

At time of contract, the parties shall mutually agree upon the items measured, methodology to measure, and the allocation of the at risk funds.

G. FILE RETENTION, STORAGE AND DESTRUCTION

The vendor and the State will determine a mutually agreed upon record retention and destruction process. The State may elect to have the files boxed and shipped to the State or a designee or can elect to have them destroyed by the vendor.

H. PRIVACY PRACTICES DISCLOSURE

The vendor shall provide the State with information that outlines the privacy practices for the vendor and/or its affiliates or subcontractors. The vendor shall also provide the State with a copy of any privacy notice that would be sent to its eligible members.

Specifically, the vendor shall indicate:
• The types of personal information collected during the course of conducting the contracted services;
• How the personal information is used;
• To whom the personal information is disclosed;
• The security policies and procedures in place to protect the confidentiality and security of the personal information.
**SECTION IV**  
**OFFER WORKSHEET**

The vendor shall provide the full contract price below representing an all-inclusive fee for the services listed in Section III of this RFB. The full contract price for the services will be divided evenly over the duration of the contract and paid in monthly increments.

The offer shall be the full contract price based on a minimum of 2,200 employees per month which includes any taxes, fees and agent/broker commissions (if applicable) which the vendor intends the State to pay. No other fees shall be considered.

**Do not modify this Offer Worksheet; any modifications to this Section will disqualify your bid response.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Based on 2,200 Per Employee per month (PEPM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEPM</td>
<td>$</td>
</tr>
<tr>
<td>Full Contract Price (1/1/18 - 12/31/22)</td>
<td>$</td>
</tr>
</tbody>
</table>

For informational purposes, please also provide a per employee per month price.

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Per Employee per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1 (1/1/18 - 12/31/18)</td>
<td>Per employee per month price</td>
<td>$</td>
</tr>
<tr>
<td>Year 2 (1/1/19 - 12/31/19)</td>
<td>Per employee per month price</td>
<td>$</td>
</tr>
<tr>
<td>Year 3 (1/1/20 - 12/31/20)</td>
<td>Per employee per month price</td>
<td>$</td>
</tr>
<tr>
<td>Year 4 (1/1/21 - 12/31/21)</td>
<td>Per employee per month price</td>
<td>$</td>
</tr>
<tr>
<td>Year 5 (1/1/22 - 12/31/22)</td>
<td>Per employee per month price</td>
<td>$</td>
</tr>
</tbody>
</table>

**THIS OFFER WORKSHEET MAY NOT BE ALTERED OR MODIFIED.**
APPENDICES

APPENDIX A  STD BENEFIT SUMMARY
APPENDIX B  STATE OF NH TRANSMITTAL LETTER
APPENDIX C  P-37 FORM CONTRACT
APPENDIX A
STATE OF NEW HAMPSHIRE
SHORT-TERM DISABILITY INCOME PROTECTION (STD-IP) BENEFIT SUMMARY

**Short-Term Disability Income Protection:** The State agrees to provide Short-Term Disability Income (STDI) benefits providing replacement income for full-time Employees who through non-occupational illness or injury become Totally Disabled and are unable to perform the duties of their occupation. Specific conditions and benefits are in accordance with the benefits outlined below:

- **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.
- **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 partial work capacity or returns to work, 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.

**Proof of Disability** = Proof from the Employee’s Physician of Total Disability is required.

**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.
Date: __________________   Company Name: ________________________________________
Address: ________________________________________________________________

To: Point of Contact: Danielle Bishop
   Telephone: (603)-271-3290
   Email: prchweb@nh.gov

RE: Bid Invitation Name: Third Party Administration of Advice-to-pay Services for Short-Term Disability Income Protection
Bid Number: 2018-195
Bid Closing Date and Time: October 26, 2017 @ 11:00 AM (EST)

Dear Danielle Bishop:

[Insert name of signor]______________, on behalf of ________________________________________ (collectively referred to as “Vendor”) hereby submits an offer as contained in the written bid submitted herewith (“Bid”) to the State of New Hampshire in response to BID # 2018-195 for Third Party Administration of Advice-to-pay Services for Short-Term Disability Income Protection services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor’s Signature _______________________________  Authorized Signor’s Title _______________________________

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _______________________ STATE: ____________ ZIP: _______________

On the _____ day of ______________, 2017, personally appeared before me, the above named ________________________, in his/her capacity as authorized representative of ____________________, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: ____________________________ (Date)

Form P37-A
**APPENDIX C**

**SAMPLE FORM: TO BE COMPLETED UPON AWARD**

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

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
<th>1. IDENTIFICATION.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>Department of Administrative Services - Risk Management Unit</td>
<td>25 Capitol Street, Room 412 Concord, NH 03301</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of , County of</td>
<td></td>
</tr>
<tr>
<td>On , 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.</td>
<td></td>
</tr>
<tr>
<td>1.13.1 Signature of Notary Public or Justice of the Peace</td>
<td></td>
</tr>
<tr>
<td>[Seal]</td>
<td></td>
</tr>
<tr>
<td>1.13.2 Name and Title of Notary or Justice of the Peace</td>
<td></td>
</tr>
<tr>
<td>1.14 State Agency Signature</td>
<td>1.15 Name and Title of State Agency Signatory</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>1.16 Approval by the N.H. Department of Administration, Division of Personnel <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>Director, On:</td>
</tr>
<tr>
<td>1.17 Approval by the Attorney General (Form, Substance and Execution) <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>On:</td>
</tr>
<tr>
<td>1.18 Approval by the Governor and Executive Council <em>(if applicable)</em></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>On:</td>
</tr>
</tbody>
</table>
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 that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such 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.

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.
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.