



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

JOSEPH B. BOUCHARD
 Assistant Commissioner
 (603)-271-3204

May 5, 2015

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive 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), Novi, MI 48377, in an amount not to exceed \$49,550 for the administration of Advice to Pay Services for Short-Term Disability Income Protection provided to state employees consistent with the State Collective Bargaining Agreements. The Agreement is for a period of thirty (30) months upon Governor and Executive Council approval for the period effective July 1, 2015 through December 31, 2017, 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 if needed and justified.

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

Class	<u>Class Description</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>SFY2018</u>
102-500731	Contracts for Program Services	\$17,820	\$17,820	\$13,910

EXPLANATION

The DAS Bureau of Purchase and Property, on behalf of the RMU, issued a Request for Bid for Advice-to-Pay Services for Short-Term Disability Income Protection on February 19, 2015. Seven (7) 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 February 23, 24, & 25. On March 6, 2015, two bids were received. MMRO submitted the bid with the lowest pricing. Attached are a copy of the bid solicitation notification list, bid results and public notice.

This agreement is necessary to comply with the New England Police Benevolent Association and Teamsters' collectively bargained benefits for employer paid, short-term disability income protection. In addition, the unrepresented, full-time employees of the Executive Branch who accrue

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sick leave are eligible for income protection benefits, resulting in a total eligible population of approximately 2,200 employees.

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 claims review. A registered nurse case manager will be assigned to each claim to assist the employee and the State with the disability claim process.

The cost of the contract is \$49,550 to include a contingency amount of \$5,000 to accommodate a potential increase in administrative fees if enrollment rises and to accommodate claims run-out as needed. Pending Governor and Executive Council approval, this will be the second consecutive agreement with MMRO for these services. The State's experience over the past year has 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,


Joseph B. Bouchard
Assistant Commissioner

STATE OF NEW HAMPSHIRE

Bureau of Purchase and Property

Request for Bid 2015-171; 03/06/2015 @ 2:00 PM

TPA for Advice-to-Pay Services for Short Term Disability Income Replacement
Risk Management Unit

<u>VENDOR</u>	<u>Total Contract Price</u>
Managed Medical Review Organization (MMRO)	\$44,550*
Sun Life Financial	\$73,920
* Indicates award made to this bidder	

STATE OF NEW HAMPSHIRE

RFB 2015-171

TPA for Advice-to-Pay Services for Short Term Disability Income Replacement

March 6, 2015

Bidder Notification List


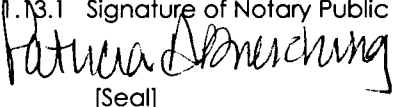
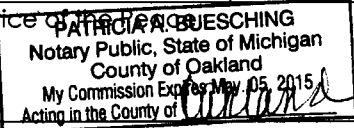
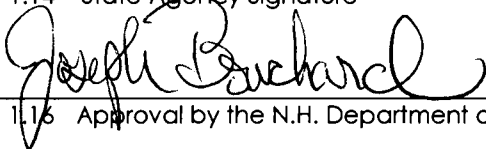
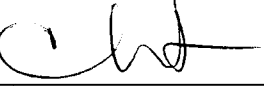
VENDOR	CONTACT NAME	E-MAIL ADDRESS & TELEPHONE #
SUN LIFE FINANCIAL	Employee Benefits Group	group_ecommerce@sunlife.com 800-247-6875
Managed Medical Review Organization (MMRO)	Erich Kelly Director, National Sales and Marketing	ekelly@mmroinc.com 866-516-6676
EBM	Dianna Olmstead Ken Olmstead	dolmstead@ebmi.com 207-865-6244
THE STANDARD	Adam Pratt Sr. Employee Benefits Consultant	adam.pratt@standard.com 207-370-3309
PRUDENTIAL	John Muckstadt Sales Representative (over 1000 lives)	john.muckstadt@prudential.com 617-587-5976
MORNINGSTAR HEALTH	Brenda Visser Sales Representative (Specialty Benefits)	brenda.visser@morningstarhealth.biz 616 259-1657
LARKIN COMPANY	Employee Benefits Group	Contact@thelarkincompany.com 650-938-0933

AGREEMENT

The State of New Hampshire and Managed Medical Review Organization, Inc. (Contractor) hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services / Risk Management Unit		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name Managed Medical Review Organization, Inc.		1.4 Vendor Address 44090 W. 12 Mile Road, Novi, MI 48377	
1.5 Vendor Phone Number (866) 516-6676	1.6 Account Number #60270000	1.7 Completion Date Dec. 31, 2017	1.8 Price Limitation \$49,550
1.9 Contract(s)ing Officer for State Agency Catherine A. Keane, Risk Management Unit		1.10 State Agency Telephone Number (603) 271-2059	
1.11 Vendor Signature 		1.12 Name and Title of Vendor Signatory G. Joseph Schimizzi, President	
1.13 Acknowledgement: State of Michigan, County of Oakland On <u>April 28, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Patricia A. Buesching, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Bouchard, Assistant Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/12/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor's Initials MP
Date 4/28/15

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. The Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any sub-Vendor or other

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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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute

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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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any sub-Vendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. The Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor shall maintain, and require any sub-Vendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Vendor shall furnish the Contract(s)ing 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 the Vendor, or any sub-Vendor or employee of the Vendor, 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 Vendor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

Contractor's Initials MS
Date 4/28/15

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.

Contractor's Initials DP
Date 4/28/15

EXHIBIT A
SCOPE OF SERVICES

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 Council and expire thereafter on December 31, 2017. 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 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 Appendix B: 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, 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.

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- 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 Appendix B, 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;
 - 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 Appendix B.
 - 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.

Contractor's Initials MA
 Date 4/25/15

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:

- claims submitted,
- claims approved,
- claims denied, and
- total days of leave approved.

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.

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Date 4/28/15

E. IMPLEMENTATION

1. Implementation shall begin upon approval of the contract by Governor and 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 <i>Contacts with members and/or providers will be documented within two (2) business days of the contact, according to the established template.</i>	≤ 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 <i>Disability Recommendations will be provided to the State within twenty-five (25) business days of receipt of all sections of the completed disability application.</i>	≤ 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 <i>Disability Recommendations will be provided to the State within three (3) business days of receiving all necessary information for recommendation to be made.</i>	≤ 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.
- 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

Contractor's Initials AD
Date 4/26/15

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 DISCLOSURE

The Contractor shall maintain privacy practices consistent with those in accordance with Appendix A: Business Associates Agreement.

It is the expectation that communication regarding disability claims between the Contractor and the State 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.

Contractor's Initials DP
Date 4/28/15

EXHIBIT B
CONTRACT PRICE, INVOICING AND PAYMENT TERMS

1. **Contract Price.** The Contractor shall receive payment not to exceed \$49,550.00 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, \$1,485.00. 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 \$.675 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.

Contractor's Initials DP
Date 4/28/15

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.

Contractor's Initials DP
Date 4/28/15

State of New Hampshire Department of State

CERTIFICATE

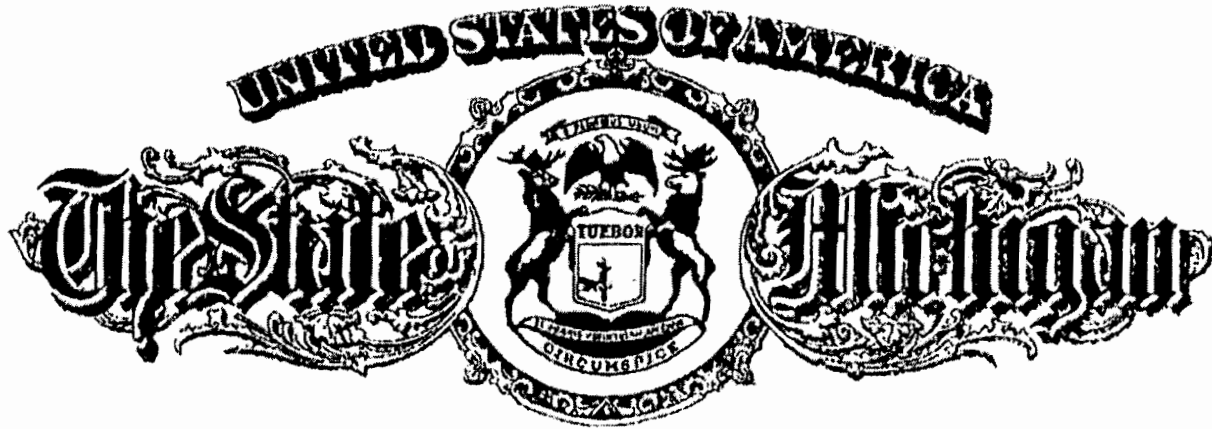
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Managed Medical Review Organization, Inc. a(n) Michigan corporation, is authorized to transact business in New Hampshire and qualified on October 4, 2013. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of March, A.D. 2015

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

William M. Gardner
Secretary of State



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

MANAGED MEDICAL REVIEW ORGANIZATION, INC.

was validly incorporated on July 27, 2007, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
1296684

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 5th day of March, 2015.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau



CORPORATE RESOLUTION

I, G. Joseph Schimizzi, hereby certify that I am the President of Managed Medical Review Organization, Inc., a corporation organized and existing under the laws of the State of Michigan, and do hereby certify that the following facts are true and were taken from the records of said corporation.

I am the sole officer of Managed Medical Review Organization, Inc.

It is hereby resolved that G. Joseph Schimizzi is authorized to make, execute, and approve, on behalf of this corporation, any and all contracts and amendments thereof”.

I do further certify that the above resolution has not been in any way altered, amended, 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.

G. Schimizzi
G. Joseph Schimizzi, President

4/28/15
Date

Subscribed and sworn to by G. Schimizzi before me on the 28 day of April 2015

Signature Patricia A. Buesching

Printed name Patricia A. Buesching

Notary public, State of Michigan, County of Oakland

My commission expires _____

PATRICIA A. BUESCHING
Notary Public, State of Michigan
County of Oakland
My Commission Expires May 05, 2015
Acting in the County of Oakland



Client#: 192776

MANAGMEDIC

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2015

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

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

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia, MI 48154-3805	CONTACT NAME: Patricia A Perez, CIC, AAI, LI PHONE (A/C, No, Ext): 734-525-2439 E-MAIL ADDRESS: pperez@mma-ml.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Managed Medical Review Organization Inc. 44090 W. 12 Mile Road Novi, MI 48377	INSURER A: Federal Insurance Co	NAIC #: 20281
	INSURER B: Chubb National Insurance Co	10052
	INSURER C: Landmark American Insurance	33138
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			36000790	12/16/2014	12/16/2015	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 \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73582587	12/16/2014	12/16/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			79877667	12/16/2014	12/16/2015	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71745604	12/16/2014	12/16/2015	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab EaClaimDed \$5,000			LHR742756	12/19/2014	12/19/2015	2,000,000 ea claim 3,000,000 aggregate

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

Attn: Catherine Keane and/or her successor

CERTIFICATE HOLDER State of New Hampshire Dept of Administrative Services Risk Mgmt Unit 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 <i>Patricia A. Perez</i>
--	--

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APPENDICES

- APPENDIX A** Business Associate Agreement
- APPENDIX B** Summary of Short Term Disability Benefits

Contractor's Initials MP
Date 4/28/15

APPENDIX A
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5, applicable to business associates.

• **BACKGROUND AND PURPOSE.**

• The Contractor and the State of New Hampshire Department of Administrative Services, Risk Management Unit ("RMU") are parties to the a Disability Assessment and Management Services Agreement (the "Disability Services Agreement") that requires **MMro** to be provided with, to have access to, and/or to create "Protected Health Information," that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160 and 164 ("HIPAA Regulations").

• This BAA will supplement and/or amend the Disability Services Agreement only with respect to the Use, Disclosure and creation of PHI by **MMro** under the Disability Services Agreement. Except as so supplemented and/or amended, the terms of the Disability Services Agreement will continue unchanged and will apply with full force and effect to govern the matters addressed in this BAA and in the Disability Services Agreement.

• **DEFINITIONS.**

• Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations.

• "Administrative Safeguards" will have the same meaning as the term "administrative safeguards" in 45 C.F.R. § 164.304, with the exception that it will apply to the management of the conduct of **MMro's** workforce, not the State of New Hampshire's workforce, in relation to the protection of that information.

• **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**

• **Obligations of MMro.** With regard to its Use and/or Disclosure of PHI, **MMro** agrees to comply with the following provisions:

• **MMro** will not Use or Disclose PHI other than as permitted or required by this BAA or as Required by Law. [§ 164.504 (e)(2)(ii)(A)]

• **MMro** will Use and Disclose Protected Health Information only if such Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.

• **MMro** will use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504 (e)(2)(ii)(B)]

• **MMro** will report to RMU any Use or Disclosure of PHI not provided for by this BAA of which it becomes aware. [§ 164.504 (e)(2)(ii)(C)]

• **MMro** will ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by it on behalf of RMU agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to **MMro** with respect to such information. [§ 164.504 (e)(2)(ii)(D)]

• **MMro** will make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining compliance with the Privacy Rule. [§ 164.504 (e)(2)(ii)(H)]

• Upon the expiration or termination of the Disability Services Agreement, **MMro** will return to RMU, or destroy, and retain no copies, any PHI that RMU may have provided to **MMro**. **MMro** will return or destroy, and retain no copies, any PHI it has created or obtained from other sources pursuant to the Disability Services Agreement or agreements with such other sources, as applicable. The PHI referenced above shall include such information in the possession of a subcontractor of **MMro**, as a result of the Disability Services Agreement. If return or destruction is infeasible, **MMro** agrees to extend all protections, limitations and restrictions contained in this BAA to its Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI

Contractor's Initials DD
Date 4/28/15

infeasible. This provision will survive the termination or expiration of this BAA and/or the Disability Services Agreement. [§ 164.504 (e)(2)(ii)(I)]

- **MMRO** will use reasonable commercial efforts to mitigate any harmful effect that is known to it of a Use or Disclosure of PHI by it in violation of the requirements of this BAA.

- **MMRO** will implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314 (a)(2)(i)(A)]

- **MMRO** will ensure that any agent and subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314 (a)(2)(i)(B)]

- **MMRO** will report promptly to RMU any Security Incident of which it becomes aware [§ 164.314 (a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification or destruction of information or interference with system operations in an information system affecting ePHI, such report to RMU will be made available upon written request.

- **MMRO** will make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS. [68 Fed. Reg. 8334, 8359]

- **MMRO** shall report a Breach or a potential Breach to RMU upon discovery of any such incident. Such notice will include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by **MMRO** to have been accessed, acquired, or disclosed during such breach, and; a brief description of what happened, including the date of any Breach and the date of discovery of any Breach, the types of PHI that were involved in the Breach. [HITECH Sec. 4402 (b)]

- **Permitted Uses and Disclosures of PHI.** Except as otherwise specified in this BAA, **MMRO** may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Disability Services Agreement. Unless otherwise limited herein, **MMRO** may do each of the following:

- **MMRO** may Use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities [§ 164.504 (e)(4)(i)];

- **MMRO** may Disclose the PHI in its possession to a third party for the purpose of its proper management and administration or to carry out its legal responsibilities; provided that the Disclosures are Required By Law or that **MMRO** obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504 (e)(4)(ii)];

- **MMRO** may provide Data Aggregation services relating to the Health Care Operations of RMU [§ 164.504 (e)(2)(i)(B)]; and

- **MMRO** may de-identify any and all PHI obtained by it under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule. [§ 164.502 (d)(1)]

- **Obligations of RMU.** RMU agrees to timely notify **MMRO**, in writing, of any arrangements between RMU and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by **MMRO** under this BAA.

- **TERMINATION BY RMU.**

Should RMU become aware of a pattern of activity or practice that constitutes a breach of a material term of this BAA by **MMRO**, RMU will provide **MMRO** with written notice of such breach in sufficient detail to enable **MMRO** to understand the specific nature of the breach. RMU will be entitled to terminate the Disability Services Agreement if, after RMU provides the notice to **MMRO**, **MMRO** fails to cure the breach within a reasonable time period not less than thirty (30) days specified by RMU in such notice; provided, however, that such time period specified by RMU will be based on the nature of the breach involved. [§§ 164.504 (e)(1)(ii)(A), (B) & 164.314 (a)(2)(i)(D)].

- **MISCELLANEOUS.**

- **Interpretation.** The terms of this BAA will prevail in the case of any conflict with the terms of the Disability Services Agreement to the extent necessary to allow the parties to comply with the HIPAA Regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only, and will not be relevant in interpreting any provision of this BAA.

Contractor's Initials MP
Date 4/28/15

• **No Third Party Beneficiaries.** Nothing in this BAA will confer upon any person other than the Parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

• **Amendment.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

• **Effective Date.** This BAA will become effective on the Effective Date of the Disability Assessment and Management Services Agreement as set forth therein.

Each of the Parties has caused this BAA to be executed in its name and on its behalf by an authorized individual.

**Managed Medical Review Organization, Inc. (MMRO),
a Michigan corporation**

**State of New Hampshire Department of Administrative
Services, Risk Management Unit:**

By: *[Signature]*

By: *Catherine A. Keane*

Its: *PRESIDENT*

Its: *Director*

Contractor's Initials *DD*
Date *4/28/15*

APPENDIX B
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 Summary 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.	

Contractor's Initials
Date 4/23/15



CORPORATE RESOLUTION

I, G. Joseph Schimizzi, hereby certify that I am the President of Managed Medical Review Organization, Inc., a corporation organized and existing under the laws of the State of Michigan, and do hereby certify that the following facts are true and were taken from the records of said corporation.

I am the sole officer of Managed Medical Review Organization, Inc.

"It is hereby resolved that G. Joseph Schimizzi is authorized to make, execute, and approve, on behalf of this corporation, any and all contracts and amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

G. Schimizzi
G. Joseph Schimizzi, President

4/16/15
Date

Subscribed and sworn to by G. Schimizzi before me on the 16th day of April 2015

Signature Patricia A. Buesching

Printed name Patricia A. Buesching

Notary public, State of Michigan, County of Oakland

My commission expires _____

PATRICIA A. BUESCHING
Notary Public, State of Michigan
County of Oakland
My Commission Expires May, 05, 2015
Acting in the County of Oakland



July 15, 2005, and recorded
Hillsborough County Registry
in Book 7504 at Page 1949
Mortgage), pursuant to and for
of the conditions in said Mort-
and for the purpose of foreclosing
same will be sold at:

Public Auction
On

March 9, 2015 at 11:00 am

Said sale to be held on the mort-
gaged premises described in said mort-
gage and having a present address of
13 Profile Circle, Nashua, NH
03063-1716

Said sale to be held directly in front of
the building in which the unit is located
on the mortgaged premises described
in said mortgage and having a present
address of 13 Profile Circle, Unit 13,
Sundale Condominium, Nashua,
Hillsborough County, New Hampshire.

Said Unit will be conveyed together
with an undivided percentage interest
in the Common Elements of said Con-
dominium appurtenant to said Unit
and together with all rights, easements,
covenants and agreements as
contained and referred to in the Decla-
ration of Condominium, as amended.

NOTICE

PURSUANT TO NEW HAMPSHIRE
RSA 479:25, YOU ARE HEREBY NOTI-
FIED THAT YOU HAVE A RIGHT TO
PETITION THE SUPERIOR COURT FOR
THE COUNTY IN WHICH THE MORT-
GAGED PREMISES ARE SITUATED,
WITH SERVICE UPON THE MORT-
GAGEE, AND UPON SUCH BOND AS
THE COURT MAY REQUIRE TO EN-
JOIN THE SCHEDULED FORECLO-
SURE SALE.

The Property will be sold subject to
all unpaid real estate taxes and all
other liens and encumbrances, which
may be entitled to precedence over the
Mortgage. Notwithstanding any title in-
formation contained in this notice, the
Mortgagee expressly disclaims any re-
presentations as to the state of the title
to the Property involved as of the date
of the notice of the date of sale. The
property to be sold at the sale is "AS IS
WHERE IS".

TERMS OF SALE

A deposit of Five Thousand
(\$5,000.00) Dollars in the form of a
certified check, bank treasurer's check
or other check satisfactory to Mortgagee's
attorney will be required to be
delivered at or before the time a bid is
offered. The successful bidder(s) will be
required to execute a purchase and
sale agreement immediately after the
close of the bidding. The balance of the
purchase price shall be paid within
thirty (30) days from the sale date in
the form of a certified check, bank
treasurer's check or other check sat-
isfactory 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 Farmington, Connecticut,
on February 7, 2015

Wells Fargo Bank, NA
By its Attorney,

Jennifer A. Kirkwood, Esq.
Bendett & McHugh, P.C.

270 Farmington Avenue, Ste. 151
Farmington, CT 06032
(860) 677-2868

(UL - Feb. 17, 23; March 2)

SERVICING AGREEMENT DATED SEPT 1, 2005

By Its Attorneys,
Elena Peterson, Esquire,
HARMON LAW OFFICES, P.C.
150 California Street
Newton, MA 02458
(603) 669-7963
201411-0444 - YEL

(UL - Feb. 9, 16, 23)

Legal Notice

PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is sol-
liciting bids for Advice to Pay Services for
Short Term Disability Income Protec-
tion. Specifications and bid forms may
be obtained at http://admin.state.nh.us/purchasing/bids_posteddate.asp,
Bid #2015-171 or at the Bureau of
Purchasing, 25 Capitol Street, Room
102, Concord, NH. All bids must be
submitted to the Bureau of Purchasing
no later than 11:00 A.M. on Friday,
March 6, 2015.

Robert D. Stowell, Administrator
Administrative Services

(UL - Feb. 23, 24, 25)

Legal Notice

Public Notice

NHTI - Concord's Community College Third Party Evaluation Services

NHTI is requesting bids for
consultants experienced and qualified
to provide third party evaluation ser-
vices, under the federal Trade Adjust-
ment Assistance Community College
and Career Training grant. Get IT is
sponsored by a \$2.5 million grant from
the U.S. Department of Labor Employ-
ment and Training Administration,
grant TC-26498-14-60-A-33. Details
may be found on the Community Col-
lege System of NH website at
www.ccsnh.edu/bidding/ and click on
CONC 15-02. Contact person is Lynn
Szymanski, 603-271-6484 X4139.
NHTI reserves the right to accept and
reject any or all proposals.

(UL - Feb. 22, 23, 24)

Legal Notice

TOWN OF HOOKSETT PUBLIC NOTICE

The Hooksett Zoning Board of Adjust-
ment will be conducting a public hear-
ing on **Tuesday, March 10, 2015 at
6:30pm** in the Municipal Building, 35
Main Street, Hooksett, NH for the fol-
lowing:

Potential Properties Corporation, Rowes Corner Lane (Map 15, Lot 72)

and 6 Rowes Corner Lane (Map 15, Lot
72-1), LDR for (2) variance requests
from (1) the minimum lot area and (2)
the minimum lot frontage requirements
of Article 4, Section C.1 of the Zoning
Ordinance to allow for a lot line adjust-
ment, as shown on the Conceptual Lot
Line Adjustment Plan.

HOOKSETT ZONING BOARD
OF ADJUSTMENT

(UL - Feb. 23)

59720stata