



State of New Hampshire

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

18A *DM*

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

April 23, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

- 1.) Authorize the Department of Administrative Services (DAS), Risk Management Unit (RMU), to enter into a contract with Managed Medical Review Organization, Inc., (MMro) (Vendor Code # 253943), of 44090 W. 12 Mile Road, Novi, MI 48377, in an amount not to exceed **\$30,000** for the administration of Advice to Pay Services for Short-Term Disability provided to state employees consistent with the State Collective Bargaining Agreements. The Agreement is for a period of thirteen (13) months upon Governor and Executive Council approval for the period effective June 1, 2014 through June 30, 2015, with the option to renew for up to two additional years subject to the approval of the Governor and Executive Council. **100% Agency Income**
- 2.) Authorize the Department of Administrative Services to accept and expend funds in the amount not to exceed **\$30,000** from individual state agencies, in support of the contract noted in requested action #1 above, for the administration of Advice to Pay Services for Short-Term Disability provided to state employees consistent with the State Collective Bargaining Agreement, for the period of Governor and Executive Council approval through June 30, 2015.

Funding is to be budgeted and made available for the above noted contract, in accounting unit #01-14-14-141010-60270000, Department of Administrative Services, Division of Personnel, State-Wide Employee Benefits Administration, 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.

<u>Class</u>	<u>Class Description</u>	<u>SFY2014</u>	<u>SFY2015</u>
102-500731	Contracts for Program Services	<u>\$2,308</u>	<u>\$27,692</u>
	Expenditure Total:	<u>\$ 2,308</u>	<u>\$ 27,692</u>
009-407017	Agency Income	<u>(\$2,308)</u>	<u>(\$ 27,692)</u>
	Revenue Total:	<u>(\$2,308)</u>	<u>(\$ 27,692)</u>

EXPLANATION

The Bureau of Purchase and Property, through the Risk Management Unit, issued a Request for Bid for Advice-to-Pay Services for Short-Term Disability on December 12, 2013. Eight (8) 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 December 20, 22 & 23. On January 8, 2014, two bids were received. MMro submitted the bid with the lowest pricing. Attached is a copy of the bid solicitation notification list, bid results and public notice.

This agreement is necessary to allow for the implementation of collectively bargained benefits for employer paid short-term disability income replacement. The New England Police Benevolent Association, Teamsters, and Executive Branch unrepresented employees make up the eligible population of approximately 2,200 employees. Currently, upon expiration of paid sick leave, employees have access to a Supplemental Sick Leave program where they apply for salary continuation via sick leave donations solicited from their peers. The approval process is subjective and does not include a medical review.

This agreement will introduce the State to a new vendor relationship where there will be an independent medical claims review and a recommendation for salary continuation is provided if two conditions are met: (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. If the salary continuation is denied, the employee will have the option to file an appeal through the vendor. A registered nurse case manager will be assigned to each claim to assist with the process. This contract is for the period of thirteen (13) months effective June 1, 2014 with a renewal option for up to an additional two (2) years. The cost of the awarded contract is \$30,000 to include the maximum amount that administrative fees could increase in the event of a rise in enrollment and to accommodate claims run-out as needed.

Implementation of this agreement will provide salary continuation approvals based on medical evidence as well as offer the employee privacy during a potentially stressful time. Depending upon agency and employee experience, the State may seek approval to expand the scope and duration of this agreement.

MMro furnished solid references and has demonstrated their industry qualifications through their 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,



Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
Request for Bid 1591-14; 01/08/2014 @ 2:00 PM

Advice to Pay Services for Short Term Disability
Risk Management Unit

	Total Contract Price
Managed Medical Review Organization, Inc.	\$20,790.00
Morning Star Health	\$110,880.00
Indicates award made to this bidder	

STATE OF NEW HAMPSHIRE

RFB 1591-14

Advice to Pay Services for Short-Term Disability

Dec-13

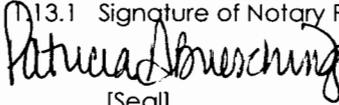
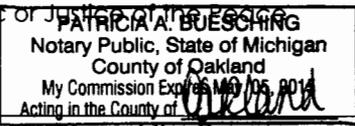
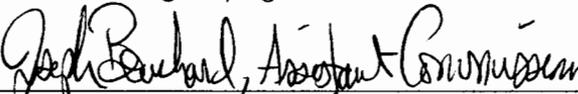
<u>VENDOR</u>	<u>CONTACT NAME</u>	<u>E-MAIL ADDRESS & TELEPHONE #</u>
SUN LIFE FINANCIAL	Employee Benefits Group	group_ecommerce@sunlife.com 800-247-6875
EBM	Dianna Olmstead	dolmstead@ebmi.com
	Ken Olmstead	207-865-6244
	Adam Pratt	apratt@standard.com
THE STANDARD	Sr. Employee Benefits Consultant	207-370-3309
PRUDENTIAL	John Muckstadt	john.muckstadt@prudential.com
	Sales Representative (over 1000 lives)	617-587-5976
	Erich Kelley	ekelly@mmroinc.com
MANAGED MEDICAL REVIEW ORGANIZATION	Director, National Sales & Marketing	866-516-6076 x 302
MORNINGSTAR HEALTH	Brenda Visser	brenda.visser@morningstarhealth.biz
SELECT BENEFITS PLUS of NE	Sales Representative (Specialty Benefits)	616 259-1657
	Francis M. Marcellino	frank@selectbenefitsNE.com
	Founder	603-682-4306
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	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$30,000.00
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 8, 2014</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 Linda M. Hodgdon, 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>4/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor's Initials 
Date 4/8/14

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

Contractor's Initials **MP**
Date **4/8/14**

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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Date **4/8/14**

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 **MP**
Date **4/8/14**

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 MP
Date 4/8/14

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 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 June 30, 2015. 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:

The State, through collective bargaining, has agreed to provide short-term disability income 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.
- Verification of disability and recommendation for leave duration

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- 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 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 claims through the Payroll system. All benefit payment calculations will be managed in-house. Contractor shall not be responsible for any form of payment calculations or benefit off-sets.

2. APPEALS MANAGEMENT:

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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, the Contractor will work with the State to develop a mutually agreed upon run-out plan, if applicable, 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 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 leave benefits is approximately 2,200 represented and unrepresented active employees located in New Hampshire and the surrounding New England states. 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 case loads, 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, within 24 hours of a message being left, be professional and maintain confidentiality when communicating with State employees.
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.

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 a teleconference(s) where the State's agency benefit representatives responsible for managing disability leave of absence requests are introduced

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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 via the Performance Guarantee Reconciliation Report within thirty (30) calendar days following the end of each calendar quarter beginning on 10/1/2014 for the months passed 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 i-Connect v2. Frequency of report will be on a quarterly basis.	
B. 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 i-Connect v2. Frequency of report will be on a quarterly basis.	
C. 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 i-Connect v2. 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 State via Performance Guarantee Reconciliation Report.
- All Performance Guarantees will be measured quarterly. The cumulative penalty due to the State will be based on cumulative annual performance and will be paid in a separate check after the annual reconciliation is completed.
- In the event of an early termination, financial penalties shall be measured and paid within thirty (30) days of notice of termination and will be based on the pro-rata amount of the fiscal year for which the agreement was terminated.

G. FILE RETENTION, STORAGE AND DESTRUCTION

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

H. PRIVACY PRACTICES DISCLOSURE

Contractor's Initials MP
Date 4/8/14

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 MB
Date 4/8/14

EXHIBIT B
CONTRACT PRICE, INVOICING AND PAYMENT TERMS

1. **Contract Price.** The Contractor shall receive payment not to exceed \$30,000.00 in return for the services described in Exhibit A (hereinafter referred to as the contract price) for the term of the contract.

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. The Contractor shall breakout the eligible population into approximately 10 reporting groups to appropriately allocate the expense.

Based on the foregoing, the Contractor shall invoice the State monthly in the amount of, no less than, \$1,485.00. Eligibility will be reconciled on a monthly basis to be performed by the State and the Contractor shall invoice the State based on this adjustment. The reconciled amount to be paid to Contractor shall be \$.675 per employee per month above the guaranteed minimum of 2,200.

Upon contract termination, minimum invoice payments will be adjusted or stopped to reflect services performed and agreed to through the claims run-out process. Any approved claims open at the time of contract termination will be managed by the Contractor through the run-out period 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 DD
Date 4/8/14

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 \$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 **DO**
Date **4/8/14**

APPENDICES

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

Contractor's Initials MD
Date 4/8/14

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 **MS**
Date **4/8/14**

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 *MB*
Date 4/8/14

• **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.

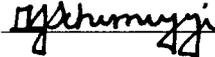
• **Effective Date.** This BAA will become effective on the Effective Date of the Disability Assessment and Management Services Agreement as set forth therein.

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

MMRO:

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

Managed Medical Review Organization, Inc.,
a Michigan corporation

By: 

Its: PRESIDENT

By: 

Its: Assistant Commissioner

Contractor's Initials MP
Date 4/8/14

APPENDIX B
SUMMARY OF SHORT TERM DISABILITY BENEFITS

The State of New Hampshire, herein referred to as "the employer," agrees to provide Short Term Disability Income (STD) 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. 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 MD
Date 4/8/14

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 16th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



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. Joseph Schimizzi
G. Joseph Schimizzi, President

4/8/14
Date

Subscribed and sworn to by G. Joseph Schimizzi before me on the 8th day of April, 2014

Signature Patricia A. Buesching

Printed name PATRICIA A. BUESCHING

Notary public, State of Michigan, County of Oakland

My commission expires 05/05/2015

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





MANAG-4

OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/14

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 Cambridge Property & Casualty a Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia, MI 48154 Patricia A. Perez, CIC,AAI,LIC	734-525-0927 734-525-0812	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: Landmark American Insurance Co INSURER C: Lloyd's Underwriters at London INSURER D: INSURER E: INSURER F:	NAIC # 20281 99998
	INSURED Managed Medical Review Organization, Inc. Joseph Schimizzi 44090 W. 12 Mile Road Novi, MI 48377			

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	ADDITIONAL INSURER	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			36000790	12/16/13	12/16/14	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 - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			73582587	12/16/13	12/16/14	COMBINED SINGLE LIMIT (Ea 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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			79877867	12/16/13	12/16/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	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 <input checked="" type="checkbox"/> N/A			71745604	12/16/13	12/16/14	<input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab Each Claim Ded			LHR742766 \$5,000	12/19/13	12/19/14	Ea Claim 1,000,000 Aggregate 3,000,000

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

STNECNH

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

Patricia A. Perez

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NOTEPAD

INSURED'S NAME **Managed Medical Review**

MANAG-4
OP ID: JN

PAGE 2
DATE **04/08/14**

Privacy & Data Breach Liability Lloyd's of London (C)
Policy #UCS2677115.13 Effective: 12-20-13/12-20-14
\$1,000,000 Each Claim; \$1,000,000 Annual Aggregate;
\$25,000 Deductible Each Claim