

35 MJT



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn  
Associate Commissioner  
Medicaid Director

April 2, 2014

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

50% General funds  
50% Federal funds

Requested Action

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to exercise a renewal option with Network Medical Review Company, Limited, (Vendor #1016563), 605 Fulton Avenue, Suite 2002, Rockford, Illinois, 61103-4182, to provide independent clinical review services for the Medicaid medical services and pharmacy program by increasing the price limitation by \$13,650 from \$27,815 to \$41,465 and extending the contract completion date from June 30, 2014 effective upon Governor and Executive Council approval through June 30, 2016 based on the availability and continued appropriation of funds. This agreement was originally approved by the Governor and Executive Council on August 19, 2009 (Item #120), and subsequent renewal request on May 9, 2012 (Item #28).

Funds are available in State Fiscal Years 2010 through 2015, and anticipated for 2016 in the following accounts with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office, if needed and justified.

05-095-047-470010-79370000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVSC, HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

State Fiscal Year	Class/Account	Class Title	Amount
2010	102-500731	Contracts for Program Services	\$5,190
2011	102-500731	Contracts for Program Services	\$4,970
2012	102-500731	Contracts for Program Services	\$4,980
2013	102-500731	Contracts for Program Services	\$5,850
2014	102-500731	Contracts for Program Services	\$6,825
2015	102-500731	Contracts for Program Services	\$6,825
2016	102-500731	Contracts for Program Services	\$6,825
<b>Total:</b>			<b>\$41,465</b>

### **Explanation**

The original agreement, approved by the Governor and Executive Council on August 19, 2009 (Item #120), included a provision for a maximum of two (2) two (2)-year extensions, subject to the parties' prior written agreement, if there has been satisfactory execution of services by the Contractor in previous terms and if an extension is consistent with the Department's clinical goals and other business strategies.

The purpose of this amendment is to exercise the Department's option for a second two (2)-year extension of the Network Medical Review Company Ltd. contract. The Contractor performs legislatively mandated expert reviews for the Medicaid preferred drug list and participates in Medicaid benefits coverage issues requiring highly complex and technical decisions. The Department utilizes an independent external clinical reviewer when coverage questions arise regarding experimental and investigational treatments, including transplant requests, to ensure fair and impartial determination is fully substantiated and consistent with national standards.

The Contractor was selected through the competitive bidding process. The Department released a Request for Proposals on April 29, 2009 through advertisement in the New Hampshire Manchester Union Leader and by sending it to forty-four (44) companies with accreditation from the Utilization Review Accreditation Committee. A four (4) member review committee scored the eight (8) proposals that were received. Network Review Company, Ltd. Had the highest overall score and was selected because they demonstrated that the company has the capacity and experience to meet the requirements of the scope of services, including ensuring access to a full range of clinical specialists. The bid summary is attached.

The Contractor mandates evidence-based support as an integral part of its expert reviews and presents a robust scrutiny for conflicts of interest. Further, the Contractor clearly demonstrates high quality operations, which includes the credentialing of its medial reviewers and a review process training continuum. Additionally, the Contractor utilizes multiple strategies for Health Insurance Portability and Accountability Act of 1996 compliant communications. The Contractor allows the Department to communicate directly with medical reviewers and provides access to electronic case tracking as well as client-specific databases with record retention and disaster recovery capabilities. The Department is satisfied with the services this Contractor has provided under contract since August 19, 2009.

Should the Governor and Executive Council not approve this request, the Department would experience poor Medicaid program policy development and unnecessary Medicaid expenditures. Further, because independent expert reviews of the Medicaid preferred drug list are legislatively mandated, the Department's exposure to legal action would be likely should the Governor and Executive Council not approve this request. Lastly, the potential for adverse clinical outcomes for Medicaid clients may occur, which would negatively impact New Hampshire citizens.

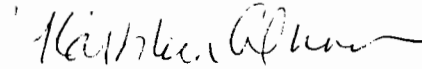
Area Served: Statewide

Source: 50% General Funds

50% Federal Funds

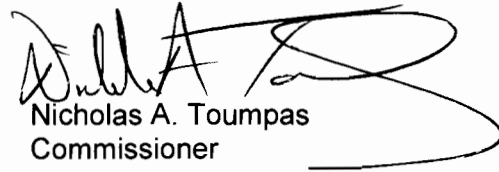
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

	Bid	Percentage = Least Bid/Bid	Percentage X Max. Pts.	Cost 40% max.	Program. / Tech. 60% max.	Total Points	Overall Ranking
Network Medical Review	\$15,140.00	100.00%	40.00	40.00	44.33	84.33	1
Medical Review Institute	\$23,875.00	63.41%	25.37	25.37	48.33	73.70	2
Advanced Medical Reviews	\$17,641.00	85.82%	34.33	34.33	32.33	66.66	3
I PRO	\$26,757.00	56.58%	22.63	22.63	38.33	60.97	4
National Medical Reviews, Inc.	\$30,250.00	50.05%	20.02	20.02	37.33	57.35	5
PMSCO Healthcare Consulting	\$23,495.00	64.44%	25.78	25.78	28.33	54.11	6
MaxImus	\$50,800.00	29.80%	11.92	11.92	35.33	47.25	7
Medwork of Wisconsin, Inc.	\$40,300.00	37.57%	15.03	15.03	21.67	36.69	8

6/15/2009

*Scores/Reviews were reviewed + double-checked by myself and David Whom W. Brunick*



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Network Medical Review Company Ltd. Contract**

This 2nd Amendment to the Network Medical Review Company Ltd. contract (hereinafter referred to as "Amendment 2") dated this 14<sup>th</sup> day of February, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Network Medical Review Company Ltd. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 4960 E. State Street, Rockford, Illinois 61108.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 19, 2009 (Item #120), and amended by an agreement (Amendment 1 to the Contract) approved on May 9, 2012 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit A, IV., Amendment, the State may at its sole discretion, renew the Contract for up to two (2) two(2) year terms by written agreement of the parties;

WHEREAS this Amendment #2 represents the parties' agreement in exercising the second two-year renewal available through Exhibit A paragraph IV;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Form P-37, Item 1.7, Completion Date, to read:  
June 30, 2016
- Form P-37, Item 1.8, Price Limitation to read:  
\$41,465
- Standard Exhibit A, Scope of Services, to read:  
Effective Date: The Contract Effective Date is in accordance with Form P-37, Paragraph 3.
- Standard Exhibit A, Scope of Services, to read:  
Contract Period: The Contract Period shall be in accordance with the Contract Effective Date and Form P-37, Item 1.7, Completion Date.
- Standard Exhibit A, Scope of Services, Paragraph III, Commencement Date, to read:  
The term of this Contract shall become effective on the Contract Effective Date. The Contractor shall not be paid for any services that may be provided prior to the Contract Effective Date.



**New Hampshire Department of Health & Human Services  
Network Medical Review Company Ltd. Amendment #1**

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- Standard Exhibit B, Methods and Conditions Precedent to Payment, to read:

<u>NH General Fund:</u>	\$20,732.50
<u>Federal Funds:</u>	<u>\$20,732.50</u>
<b>Total Amount:</b>	<b>\$41,465.00</b>
CFDA #:	93.778
Federal Agency:	Centers for Medicare and Medicaid Services
Program Title:	Medical Assistance Program

- Standard Exhibit B, Methods and Conditions Precedent to Payment, to read:

The Contractor fees shall be all-inclusive and consist of the processing of the review, physician time, and Quality Assurance Processing and be as follows for:

Medicaid Case Reviews –

- Routine Reviews (completed within five (5) business days) = \$95.00 per review;
  - Urgent Reviews (completed within twenty-four (24) to forty-eight (48) hours) = \$105.00 per review;
  - Emergent Reviews (completed by the next business day) = \$115.00 per review;
  - Drug Reviews – Routine Reviews (completed within five (5) business days) = \$195.00 per review.
- Standard Exhibit B, Section 1.6, to read:

Contractor Billing Officer

To resolve issues or concerns about billing, the Billing Contract Officer shall be:

Sarah Gorzny, General Manager

4960 E. State Street

Rockford, Illinois 61108

Email [sarah.gorzny@examworks.com](mailto:sarah.gorzny@examworks.com)

Telephone: 815-964-6334 Ext 241126

The Contract total price is based upon current use.



**New Hampshire Department of Health & Human Services  
Network Medical Review Company Ltd. Amendment #1**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

4-3-14  
Date

Kathleen A. Dunn  
Kathleen A. Dunn, MPH  
Associate Commissioner

Network Medical Review Company, Ltd.

3-27-14  
Date

Crystal Patmore  
(Signature)  
Printed Name: Crystal Patmore  
Title: Executive Vice President

**Acknowledgement:**

State of Georgia, County of DeKalb on March 27, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Amanda M. Petersen  
Name and Title of Notary or Justice of the Peace



My commission expires  
April 11, 2017.

**New Hampshire Department of Health & Human Services  
Network Medical Review Company Ltd. Amendment #1**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4-9-14  
Date

Rosemary M. L...  
Name: *Rosemary L...*  
Title: *Asst Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

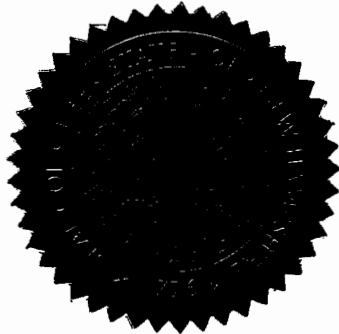
\_\_\_\_\_  
Name:  
Title:



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 Network Medical Review Company, Ltd. a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on May 19, 2009. 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 31<sup>st</sup> day of March, A.D. 2014

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner  
Secretary of State

**Certificate of Authority**

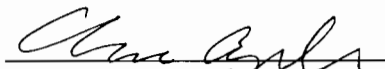
**Network Medical Review Company, Ltd.**

Pursuant to Section 4.2, set forth below, of the Amended and Restated Bylaws (the “Bylaws”) of Network Medical Review Company, Ltd. (the “Company”), Crystal Patmore is authorized to execute and deliver contracts in the name of and on behalf of the Company.

“4.2 Duties. The officers of the Corporation shall have all of the powers and duties commonly incident to their offices, and such other duties as may be prescribed from time to time by the Board of Directors.”

The foregoing Section 4.2 has not been amended or revoked and remains in full force and effect as of the date hereof.

**NETWORK MEDICAL REVIEW COMPANY,  
LTD.**



By: Clare Arguedas

Its: General Counsel, Executive Vice President and  
Secretary

Before me appeared the above individual, known personally to me to be the person named and did sign this document after being sworn and made aware of the penalties of perjury.

Sworn to before me this 27<sup>th</sup> day of March, 2014

Amanda M. Petersen  
Notary Public



My commission expires  
April 11, 2017.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2014

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).

<b>PRODUCER</b> Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beechercarlson.com	<b>CONTACT NAME:</b> Beecher Carlson Insurance Services
	<b>PHONE (A/C, No, Ext):</b> 678-539-4800 <span style="float:right;"><b>FAX (A/C, No):</b> 678-539-4890</span>
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A :	Travelers Indemnity Company of America 25658
INSURER B :	Travelers Indemnity Company of America 25658
INSURER C :	Travelers Property Casualty Company of America 25674
INSURER D :	Travelers Property Casualty Company of America 25674
INSURER E :	
INSURER F :	

**INSURED**  
 ExamWorks Group, Inc.  
 dba Network Medical Review  
 3820 Peachtree Road - Suite 2625  
 Atlanta GA 30305

**COVERAGES** **CERTIFICATE NUMBER:** 19689115 **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 INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-8251A141-IND-13	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-3D678736-13-CAG	7/14/2013	7/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$			CUP-8251A141-TIL-13	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	N/A	UB-8251A141-13	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E. L. EACH ACCIDENT \$ 1,000,000 E. L. DISEASE - EA EMPLOYEE \$ 1,000,000 E. L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

Department of Health & Human Services  
 129 Pleasant St  
 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

Sharon D. Brainard

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ACORD 25 (2014/01)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2014

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**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 Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beecher-carlson.com	CONTACT NAME: Beecher Carlson Insurance Services	
	PHONE (A/C, No, Ext): 678-539-4800 FAX (A/C, No): 678-539-4890 E-MAIL ADDRESS:	
INSURED ExamWorks Group, Inc. dba Network Medical Review 3820 Peachtree Road - Suite 2625 Atlanta GA 30305	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company of America	25658
	INSURER B : Travelers Indemnity Company of America	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Property Casualty Company of America	25674
	INSURER E : Ironshore Specialty Insurance Company	25445
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 19790086

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJCT <input type="checkbox"/> LOC OTHER:			630-8251A141-IND-13	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-3D678736-13-CAG	7/14/2013	7/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-8251A141-TIL-13	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	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	UB-8251A141-13	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Managed Care Errors & Omissions  Crime			000573104 BDA - 1851069	7/14/2013 10/28/2013	7/14/2014 10/28/2014	Each Claim \$10,000,000 Aggregate \$10,000,000 Limit - \$10,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

Department of Health & Human Services  
129 Pleasant St  
Concord NH 03301

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

*Sharon D. Brainard*  
Sharon D. Brainard

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Beecher Carlson Insurance Services		NAMED INSURED ExamWorks Group, Inc. dba Network Medical Review 3820 Peachtree Road - Suite 2625 Atlanta GA 30305	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (01/14)

**CERTIFICATE HOLDER:** Department of Health & Human Services  
**ADDRESS:** 129 Pleasant St Concord NH 03301

Managed Care Service means any services (including without limitation medical assessments, independent medical examinations, utilization review, utilization management, peer review, bill review, liability review, litigation support and forensic review, fraud and abuse review, external review under PPACA, ERISA review, witness testimony, functional capacity examinations, set-aside services, network management, credentialing, and any other related services) or activities performed in the administration, evaluation, review or management of health care, consumer directed health care, behavioral health, prescription drug, dental, vision, long or short term disability, automobile medical payment, or workers' compensation plans, or as part of a medico-legal claim, whether provided on paper, in person, electronically, or in any other form and whether performed on behalf of the insured or by the insured for itself or on behalf of any other party for a fee.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9384 1-800-852-3345 Ext. 9384  
Fax: 603-271-8431 TDD Access: 1-800-735-2964

Nicholas A. Toumpas  
Commissioner

Kathleen A. Dunn  
Director

April 18, 2012

Approved by GAC  
Date 5-9-12  
Page \_\_\_\_\_  
Item # 28  
Contract # \_\_\_\_\_

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**Requested Action**

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into a contract amendment (Amendment 1) of an existing contract (Purchase Order #1016563) with Network Medical Review Company, Ltd., 605 Fulton Avenue, Suite 2002, Rockford, Illinois 61103-4182 (Vendor Code 201173), to provide independent clinical review services for the Medicaid medical services and pharmacy program by increasing the price limitation by \$12,675.00 from \$15,140.00 to \$27,815.00, and extending the completion date from June 30, 2012 to June 30, 2014, effective July 1, 2012, or date of Governor and Executive Council approval, whichever is later. This agreement was originally approved by Governor and Executive Council on August 19, 2009, Item Number 120. Funds are available in the following account with the authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

<u>State Fiscal</u> <u>Year</u>	<u>Class Object</u>	<u>Class Title</u>	<u>Current</u> <u>Modified</u> <u>Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Revised</u> <u>Modified</u> <u>Budget</u>
SFY 2010	102-500731	Contracts for Program Services	\$5,190.00	\$0.00	\$5,190.00
SFY 2011	102-500731	Contracts for Program Services	\$4,970.00	\$0.00	\$4,970.00
SFY 2012	102-500731	Contracts for Program Services	\$4,980.00	\$0.00	\$4,980.00
SFY 2013	102-500731	Contracts for Program Services	\$0.00	\$5,850.00	\$5,850.00
SFY 2014	102-500731	Contracts for Program Services	\$0.00	\$6,825.00	\$6,825.00
TOTAL			\$15,140.00	\$12,675.00	\$27,815.00

**Explanation**

The purpose of this amendment is to extend an agreement with Network Medical Review Company, Ltd. to provide perform legislatively mandated expert reviews for the Medicaid preferred drug list and to participate in Medicaid benefits coverage issues requiring highly complex and technical clinical decisions.

The New Hampshire Department of Health and Human Services has statutory responsibility for the management of the Title XIX Medicaid program. The Medicaid program provides a broad range of medical services including a pharmacy benefit to recipients of all ages who meet the specific eligibility requirements.

The Office of Medicaid Business and Policy must determine medical service coverage for complex clinical decisions. Having subject matter expertise provide evidence-based and timely clinical insight is critical to making the correct coverage decision. As such, the Department of Health and Human Services utilizes an independent external clinical reviewer to make an objective determination of denial of care based on the best available evidence-based medicine. The objective is to assure a fair and impartial determination that is fully substantiated and consistent with national recognized standards. Emerging technologies also present a challenge to benefits coverage for the Medicaid program. The Department of Health and Human Services utilizes, as needed, an independent external clinical reviewer when coverage questions arise around experimental and investigational treatments, including transplantation requests.

Additionally, in 2003, the Department of Health and Human Services implemented a pharmacy benefit management program via a contract with First Health Services Corporation (now doing business as Magellan Medicaid Administration), as part of the pharmacy benefit management program. A preferred drug list was implemented in 2004. The immediate need for clinical review is to meet the requirements of Chapter 188:1, Section 281:9, Laws of 2004. This chapter law clarified several provisions of the Medicaid pharmacy benefit management program.

Included in this law are the specifications of how the Commissioner of the New Hampshire Department of Health and Human Services may place a drug on the preferred drug list. To do so, the decision to place the drug on the list must be ratified in writing by a physician which is board certified in that specialty that most commonly treats the disease or prescribes the relevant therapeutic class of drugs. The legislation goes on to state that the physician can have no financial relationship with any company managing Medicaid's pharmacy benefit, nor can the physician be a member of the Drug Use Review Board established by the New Hampshire Medicaid program.

It is imperative that a high quality independent review organization is engaged by the Department of Health and Human Services to perform legislatively mandated expert reviews for the Medicaid preferred drug list and to participate in Medicaid benefits coverage issues requiring highly complex and technical clinical decisions. The opinions and recommendations of the independent clinical reviewer must be objective, supported by the evidence presented in peer reviewed medical literature, and completely free of any conflict of interest. The risks of a poorly rendered expert opinion include adverse clinical outcomes, poor Medicaid program policy development, unnecessary Medicaid expenditures, and adverse legal actions.

#### Competitive Bidding

A Request for Proposals was advertised in the New Hampshire Union Leader for three consecutive days, April 29, 2009, through May 1, 2009, and sent to 44 companies with accreditation from an Independent Review Organization, the Utilization Review Accreditation Committee. Eight proposals were submitted. Four Department of Health and Human Services staff reviewed and independently scored the proposals in accord with the criteria set forth in the Request for Proposals. Network Medical Review Company, Ltd. had the highest overall scored proposal and was selected because they demonstrated that the company has the appropriate capacity and experience to meet the requirements of the scope of services including ensuring access to a full range of clinical specialists. The bid summary is attached.

The Office of Medicaid Business and Policy is satisfied with the services Network Medical Review Company, Ltd. has provided under this agreement since August 19, 2009. The vendor has met the following performance measures:

Network Medical Review Company, Ltd. mandates evidence-based support as an integral part of its expert reviews and presents a robust scrutiny for conflicts of interest. Further, Network Medical Review Company, Ltd. clearly demonstrates high quality operations including the credentialing and re-credentialing of its medical reviewers, review process training, and multiple strategies for Health Insurance Portability and Accountability Act of 1996 compliant communications, allows the State direct communication with medical reviewers, electronic case tracking, client specific databases, and record retention and disaster recovery.

The Office of Medicaid Business and Policy requests the extension of this agreement for two years. On August 19, 2009, Item Number 120, Governor and Executive Council approved the provision to extend this agreement for two two-year periods. This amendment exercises the first two-year extension. A copy of the originally approved Request is attached.

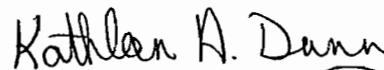
Should Governor and Executive Council determine to not approve this Request adverse clinical outcomes for Medicaid clients, poor Medicaid program policy development, unnecessary Medicaid expenditures, and adverse legal actions could occur.


Geographic Area to be Served: statewide.

Source of Funds: 50% federal funds, and 50% general funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH   
Medicaid Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner



	Bid	Percentage = Least Bid/Bid	= Percentage X Max. Pts.	Cost 40% max.	Program. / Tech. 60% max.	Total Points	Overall Ranking
Network Medical Review	\$15,140.00	100.00%	40.00	40.00	44.33	84.33	1
Medical Review Institute	\$23,875.00	63.41%	25.37	25.37	48.33	73.70	2
Advanced Medical Reviews	\$17,641.00	85.82%	34.33	34.33	32.33	66.66	3
I PRO	\$26,757.00	56.58%	22.63	22.63	38.33	60.97	4
National Medical Reviews, Inc.	\$30,250.00	50.05%	20.02	20.02	37.33	57.35	5
PMSCO Healthcare Consulting	\$23,495.00	64.44%	25.78	25.78	28.33	54.11	6
Maximus	\$50,800.00	29.80%	11.92	11.92	35.33	47.25	7
Medwork of Wisconsin, Inc.	\$40,300.00	37.57%	15.03	15.03	21.67	36.69	8

6/15/2009

*Scores/Reviews were reviewed + double-checked by myself and David Moran*  
*M. Duriekat*

**State of New Hampshire  
Department of Health and Human Services  
Amendment 1 to the  
Network Medical Review Company Ltd. Contract**

This 1<sup>st</sup> Amendment to the Network Medical Review Company Ltd. Contract (hereinafter referred to as "Amendment 1") dated this 17<sup>th</sup> day of April, 2012 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Network Medical Review Company Ltd. (hereinafter referred to as "Network Medical Review" and/or "the Contractor") with a place of business at 605 Fulton Ave Suite 2002, Rockford, Illinois 61103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 19, 2009, Item 120, vendor code # 201173, the Contractor agrees to perform certain services based upon the terms and conditions specified in the Contract, and in consideration of certain sums specified; and

WHEREAS, pursuant to paragraph 18 of the General Provisions, Form P-37, the Contract may be modified or amended only by a written instrument executed by the parties thereto, and only after approval of such modification by the Governor and Executive Council; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects; and

WHEREAS, pursuant to paragraph 3 of the General Provisions, Form P-37 and Exhibit A, paragraph II, the original Contract authorized the parties to enter into a Contract for a period of three years, and included an option to extend the Contract for a total additional period of two (2) two-year terms to be executed as two year extensions with the approval of Governor and Executive Council; and

WHEREAS, this amendment, Amendment 1, represents the parties' first exercise of their option to extend the Contract term;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and as set forth herein, the parties hereto agree as follows:

**Scope of Amendment**

1. Except as specifically amended and modified by the terms and conditions in this Amendment, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract referenced above.

**General Provisions, Form P-37**

2. In Box 1.2 Strike after the word Street "-Annex I"
3. In Box 1.7 Completion Date: "June 30, 2012" is deleted and replaced with "June 30, 2014"
4. In Box 1.8 Price Limitation: "\$15,140" is deleted and replaced with "\$27,815"

Contractor Initials: CSP  
Date: 4-17-2012

5. In Box 1.10 State Agency Telephone Number: "271-8166" is deleted and replaced with "271-9384"
6. In Box 1.12 replace Robert C Porter Chief Executive Officer / Chief Medical officer with Crystal Patmore Executive Vice President

**Exhibit A Scope of Services**

6. Effective Date: All exhibits and attachments to the original Contract remain in effective unless otherwise specified; Amendment 1 and exhibits and attachments to Amendment 1 are effective as of the date of Governor and Executive Council approval, or July 1, 2012 whichever is later, unless otherwise specified herein.
7. Contract Period: July 1, 2012 to June 30, 2014.
8. For the term of the two year Contract extension, as the Independent External Review organization, the Contractor shall be the only source of External Independent Reviews provided to NH Medicaid recipients enrolled in fee for service, which includes nursing home, institutional care, and excluding managed care Medicaid recipients.
9. Exhibit A, Paragraph E.2 A. DHHS Contract Manager. Telephone number is deleted and replaced with the following:  
Telephone: 603-271-9428

Exhibit A, Section V. Contractor Contract Manager is hereby deleted and replaced with the following:

To resolve issues or concerns about the Contract deliverables or other processes, the Contract Manager shall be:

Name:	David J Moran
Title:	Pharmacy Financial Manager
Mailing Address:	129 Pleasant Street, Concord, NH 03301
Telephone:	(603) 271-9428
Fax:	(603) 271-8431

**Exhibit B Replace:**

NH General Fund: \$7,570  
Federal Funds: \$7,570

NH General Fund: \$13,907.50  
Federal Funds: \$13,907.50

Exhibit B Section 1.4 June 30, 2012 is replaced with June 30, 2014

Exhibit B Section 1.5 Replace:  
1.5 OMBP Billing Contract Officer -

To resolve issues or concerns about billing, the Billing Contract Officer shall be:  
Lise C. Farrand, R.Ph.

Contractor Initials: CSF  
Date: 4-17-2012

Pharmaceutical Services Specialist  
New Hampshire Department of Health and Human Services  
129 Pleasant Street - Annex I Building  
Hugh Gallen State Office Park South  
Concord, NH 03301-3852  
Email: lfarrand@dhhs.state.nh.us  
Telephone: 603 271-4419  
Fax: 603 271-8701  
or designee.

With:

1.5 OMBP Billing Contract Officer -  
To resolve issues or concerns about billing, the Billing Contract Officer shall be:  
Lise C. Farrand, R.Ph.  
Pharmaceutical Services Specialist  
New Hampshire Department of Health and Human Services  
Hugh Gallen State Office Park South  
129 Pleasant Street  
Concord, NH 03301-3852  
Email: lfarrand@dhhs.state.nh.us  
Telephone: 603 271-9427  
Fax: 603 271-8194  
or designee.

Exhibit B Section 1.6 Replace:

1.6 Contractor Billing Contract Officer  
To resolve issues or concerns about billing, the Billing Contract Officer shall be:  
Nicole Lawson, CPA  
605 Fulton Avenue Suite 2002  
Rockford, Illinois 61103-4182  
Email: nicole.lawson@johnmorrissey.com  
Telephone: 815 282-4600  
Fax: 815 282-9329

With:

1.6 Contractor Billing Contract Officer  
To resolve issues or concerns about billing, the Billing Contract Officer shall be:  
Sarah Gorzny, General Manager  
605 Fulton Avenue  
Suite 2002  
Rockford, Illinois 61103-4182  
Email [sarah.gorzny@examworks.com](mailto:sarah.gorzny@examworks.com)  
Telephone: 815-964-6334 ext 241126

The Contract total price is based upon current use. It is projected to be \$27,815 for the Contract term. Estimates for \$27,815 are based on calculation of prior years reviews. Estimates for \$27,815 are based on implementation of Medicaid managed care effective July 2012 and a very small fee for service group of recipients.

Exhibit J: Standard Exhibit J is attached.

Contractor Initials: CSP  
Date: 4-17-2012

IN WITNESS WHEREOF, the parties have set their hands as of the date written.

Date: 4-18-12

State of New Hampshire  
Department of Health and Human Services

Kathleen A. Dunn

Kathleen A. Dunn  
Director

Date: 4-17-2012

Network Medical Review Company Ltd.

Crystal Patmore

Crystal Patmore  
Executive Vice President

STATE OF GEORGIA

County of FULTON

The foregoing instrument was acknowledged before me, the undersigned notary, this 17<sup>th</sup> day of APRIL, 2012, by Crystal Patmore.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Heather Hill

Notary Public

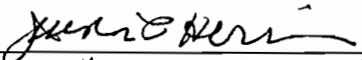
My commission expires:

JULY 7, 2014  
(Date)



Contractor Initials: CRP  
Date: 4-17-2012

Approved by the New Hampshire Attorney General's Office by

  
Name: Jeanne P. Herrick  
Title: Attorney

I hereby certify that the foregoing instrument was approved by the Governor and  
Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_.

OFFICE OF THE SECRETARY OF STATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Initials: CSP  
Date: 4-17-2012

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING  
ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Crystal B. Patmore      Crystal B. Patmore      EVP  
(Contractor Representative Signature)      (Authorized Contractor Representative Name & Title)

Network Medical Review Company Ltd.      4-17-2012  
(Contractor Name)      (Date)

Contractor Initials: CBP  
Date: 4-17-2012

**STANDARD EXHIBIT J  
FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 968604074

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

**If the answer to #2 above is NO, stop here**

**If the answer to #2 above is YES, please answer the following:**

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

**If the answer to #3 above is YES, stop here**

**If the answer to #3 above is NO, please answer the following:**

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials: C&P  
Date: 4-17-2012



Certificate of Authority

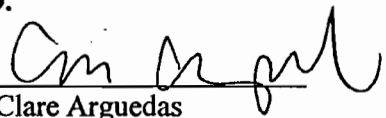
**Network Medical Review Company, Ltd.**

Pursuant to Section 4.2, set forth below, of the Amended and Restated Bylaws (the "Bylaws") of Network Medical Review Company, Ltd. (the "Company"), Crystal Patmore is authorized to execute and deliver contracts in the name of and on behalf of the Company.

"4.2 Duties. The officers of the Corporation shall have all of the powers and duties commonly incident to their offices, and such other duties as may be prescribed from time to time by the Board of Directors."

The foregoing Section 4.2 has not been amended or revoked and remains in full force and effect as of the date hereof.

**NETWORK MEDICAL REVIEW COMPANY,  
LTD.**

  
By: Clare Arguedas  
Its: General Counsel, Executive Vice President and  
Secretary

Before me appeared the above individual, known personally to me to be the person named and did sign this document after being sworn and made aware of the penalties of perjury.

Sworn to before me this 26<sup>TH</sup> day of MARCH, 2012

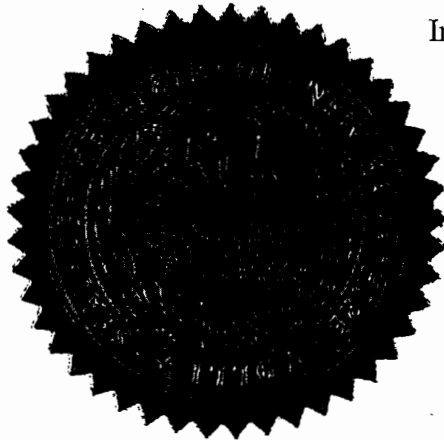
  
Notary Public



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 Network Medical Review Company, Ltd., a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on May 19, 2009. 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 7<sup>th</sup> day of March, A.D. 2012

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in black ink.

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/3/2012

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 Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.beechercarlson.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): 678-539-4800	FAX (A/C, No): 678-539-4890
INSURED Network Medical Review 3820 Peachtree Road - Suite 2625 Atlanta GA 30305	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Phoenix Insurance Company	NAIC # 25623
	INSURER B: Charter Oak Fire Insurance Company	25615
	INSURER C: Travelers Ind. Insurance Co.	42162
	INSURER D: Travelers Property & Casualty	25674
	INSURER E: Ironshore Indemnity, Inc.	23647
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12770884 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 checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			I-680-2411M177-PHX-11	7/14/2011	7/14/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-2335M312-11-SEL	7/14/2011	7/14/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$5,000			ISF-CUP-9534Y310-IND-11	7/14/2011	7/14/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	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	IJUB-2411M36-2-11	7/14/2011	7/14/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Managed Care Errors & Omissions			000573102	7/14/2011	7/14/2012	Each Claim \$10,000,000 Aggregate \$10,000,000

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

CERTIFICATE HOLDER  State of NH DHHS Hugh Gallen Office Park 129 Pleasant 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    (ATL) Robert W. Hessel

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Handwritten initials/signature in the top left corner.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas  
Commissioner

Kathleen A. Dunn  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-8166 1-800-852-3345 Ext. 8166  
Fax: 603-271-8431 TDD Access: 1-800-735-2964

Approved by G+C

Date 8-19-2009

Page \_\_\_\_\_

Item No. 120

July 30, 2009

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

PO 1002362  
✓# 201173

**Requested Action**

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with Network Medical Review Company, Ltd., 605 Fulton Avenue, Suite 2002, Rockford, Illinois 61103-4182, vendor code 201173, to provide independent clinical review services for the Medicaid medical services and pharmacy program in the amount of \$15,140, effective August 19, 2009, or date of Governor and Executive Council approval, whichever is later, through June 30, 2012, with the option of extending the contract for two two-year terms with the approval of the Governor and Executive Council. Funds are available as identified below with the authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF  
HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF  
MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Object	Class Title	Amount
SFY 2010	102-500731	Contracts for Program Services	\$5,190.00
SFY 2011	102-500731	Contracts for Program Services	4,970.00
SFY 2012	102-500731	Contracts for Program Services	<u>4,980.00</u>
Total			\$15,140.00

**Explanation**

The New Hampshire Department of Health and Human Services has statutory responsibility for the management of the Title XIX Medicaid program. The Medicaid program provides a broad range of medical services including a pharmacy benefit to residents of all ages who meet the specific eligibility requirements.

The Office of Medicaid Business and Policy must determine medical service coverage for complex clinical decisions. Having subject matter expertise provide evidence-based and timely clinical insight is critical to making the correct coverage decision. As such, the Department of Health and Human Services seeks to utilize an

independent external clinical reviewer to make an objective determination of denial of care based on the best available evidence-based medicine. The objective is to assure a fair and impartial determination that is fully substantiated and consistent with national recognized standards. Emerging technologies also present a challenge to benefits coverage for the Medicaid program. The Department of Health and Human Services intends to utilize, as needed an independent external clinical reviewer when coverage questions arise around experimental and investigational treatments, including transplantation requests.

Additionally, in 2003, the Department of Health and Human Services implemented a pharmacy benefit management (PBM) program via a contract with First Health Services Corporation. As part of the PBM program, a preferred drug list was implemented in 2004. The immediate need for clinical review is to meet the requirements of Chapter 188:1, Section 281:9, Laws of 2004. This chapter law clarified several provisions of the Medicaid PBM program.

Included in this law are the specifications of how the Commissioner of the New Hampshire Department of Health and Human Services may place a drug on the preferred drug list. To do so, the decision to place the drug on the list must be ratified in writing by a physician which is board certified in that specialty that most commonly treats the disease or prescribes the relevant therapeutic class of drugs. The legislation goes on to state that the physician can have no financial relationship with any company managing Medicaid's pharmacy benefit, nor can the physician be a member of the Drug Use Review Board established by the New Hampshire Medicaid program.

It is imperative that a high quality independent review organization is engaged by the Department of Health and Human Services to perform legislatively mandated expert reviews for the Medicaid preferred drug list and to participate in Medicaid benefits coverage issues requiring highly complex and technical clinical decisions. The opinions and recommendations of the independent clinical reviewer must be objective, supported by the evidence presented in peer reviewed medical literature, and completely free of any conflict of interest. The risks of a poorly rendered expert opinion include adverse clinical outcomes, poor Medicaid program policy development, unnecessary Medicaid expenditures, and adverse legal actions.

The Department of Health and Human Services does not have a contract for these services at the present time. The previous contract was scheduled to expire in September of 2009. The contracted entity was dissolved prior to the closing date for New Hampshire's contract with this vendor and the relationship was abruptly concluded.

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### Competitive Bidding

A Request for Proposals (RFP) was advertised in the New Hampshire Union Leader for three consecutive days, April 29, 2009, through May 1, 2009. Additionally the RFP was sent to 44 companies with accreditation from an Independent Review Organization, the Utilization Review Accreditation Committee. The list of companies is attached. Eight vendors submitted proposals for services (see attached Bidders List). An evaluation team of four Department of Health and Human Services staff reviewed and independently scored the proposals in accord with the criteria set forth in the RFP. Network Medical Review Company, Ltd. had the highest overall scored proposal and was selected because they demonstrated that the company has the appropriate capacity and experience to meet the requirements of the scope of services including ensuring access to a full range of clinical specialists. The overall rating of the proposals from the highest ranking to lowest was: Network Medical Review Company, Ltd., 84.33 points; Medical Review Institute of America, Inc., 73.70 points; Advanced Medical Reviews, 66.66 points; Island Peer Review Organizations, Inc., 60.97 points; National Medical Reviews, Inc., 57.35 points; PMSCO Healthcare Consulting, 54.11 points; Maximus, Inc., 47.25 points; and Medwork of Wisconsin, Inc., 36.69 points.

Network Medical Review Company, Ltd. mandates evidence-based support as an integral part of its expert reviews and presents a robust scrutiny for conflicts of interest. Further, Network Medical Review Company, Ltd. clearly demonstrates high quality operations including the credentialing and re-credentialing of its medical reviewers, review process training, multiple strategies for Health Insurance Portability and Accountability Act of

His Excellency, Governor John F. Lynch  
and the Honorable Executive Council  
July 30, 2009  
Page 3

1996 compliant communications, allows the State direct communication with medical reviewers, electronic case tracking, client specific databases, and record retention and disaster recovery.

Geographic Area to be Served: Statewide.

Source of Funds: 50% federal Medicaid funds, and 50% general funds.

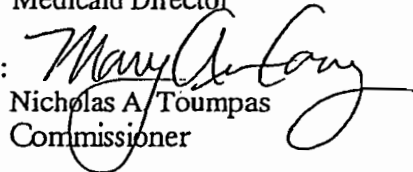
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Medicaid Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**INDEPENDENT CLINICAL REVIEW SERVICES**  
**Evaluation Team**  
**Office of Medicaid Business and Policy**

Lise C. Farrand, R.Ph.

Pharmaceutical Services Specialist

Athena Gagnon

Administrator III, OMBP Financial Manager

Jane M. Hybsch, RN, MHA

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Doris H. Lotz, MD, MPH

Medicaid Medical Director

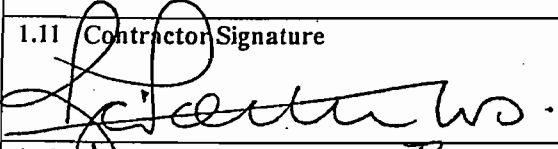
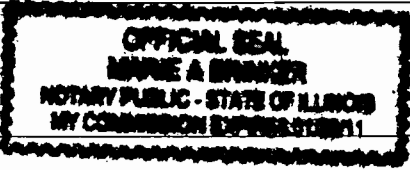
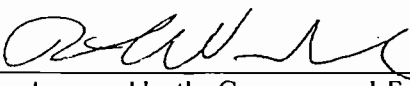
Subject: Provision of Independent Clinical Review Services for the Medicaid Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Office of Medicaid Business and Policy		1.2 State Agency Address 129 Pleasant Street- Annex 1 Concord, New Hampshire 03301-3852	
1.3 Contractor Name Network Medical Review Company, Ltd.		1.4 Contractor Address 605 Fulton Avenue Suite 2002 Rockford, Illinois 61103-4182	
1.5 Contractor Phone Number (815) 964-6334	1.6 Account Number 010-095-6126-102-500731	1.7 Completion Date June 30, 2012	1.8 Price Limitation \$15,140
1.9 Contracting Officer for State Agency Kathleen A. Dunn, MPH, Medicaid Director		1.10 State Agency Telephone Number (603) 271-8166	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Porter, M.D. Chief Executive Officer / Chief Medical Officer	
1.13 Acknowledgement: State of <u>IL</u> , County of <u>WINNEBAGO</u> On <u>7/28/2009</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 <u>Marie A. Brinker</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARIE A. BRINKER, NOTARY</u>			
1.14 State Agency Signature <u>Kathleen A. Dunn</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, MPH Medicaid Director	
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: <u></u> On: <u>8/4/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor Initials: REP  
Date: 7/28/09



7/30/2009

**INDEPENDENT CLINICAL REVIEW SERVICES**  
**Bidders List**

The following vendors, listed in alphabetical order, bid on the DHHS OMBP Independent Clinical Review Request for Proposal

**Advanced Medical Reviews**  
1950 Sawtelle Blvd, Suite 220  
Los Angeles, CA 90025

**IPRO, Inc. (Island Peer Review Organization, Inc.)**  
1979 Marcus Ave.  
Lake Success, NY 11001

**MAXIMUS, Inc.**  
1 Fishers Road, 2nd Floor  
Pittsford, NY 14534

**Medical Review Institute of America, Inc.**  
2875 S. Decker Lake Drive, Suite 550  
Salt Lake City, UT 84119

**Medwork of Wisconsin, Inc.**  
5840 Arndt Road, Suite 2  
Eau Claire, WI 54707-9729

**National Medical Reviews, Inc.**  
8 Neshaminy Interplex, Suite 207  
Treose, PA 19053

**Network Medical Review, Ltd.**  
6778 Mill Road  
Rockford, IL 61108

**PMSCO Healthcare Consulting**  
777 East Park Drive  
PO Box 69067  
Harrisburg, PA 17106

**Physicians Review Organization of Michigan (PROM)**  
1305 Abbot Road  
East Lansing, MI 48823

**PMSCO Healthcare Consulting**  
777 East Park Drive  
PO Box 69067  
Harrisburg, PA 17106

**Prest & Associates, Inc.**  
2712 Marshall Court, Suite 1  
Madison, WI 53705

**ProPeer Resources, Inc.**  
1065 N Hwy 89  
Suite 202  
North Salt Lake, UT 84054

**Qualis Health**  
P.O. Box 3340  
Seattle, WA 98133-0400

**South Florida Utilization Review**  
1550 Madruga Avenue, Suite 412  
Coral Gables, FL 33146

**Support Claims Services, Inc.**  
125 Baylis Road Suite 300  
Melville, NY 11747

**The P & S Network, Inc.**  
8484 Wilshire Boulevard, Suite 620  
Beverly Hills, CA 90211-3227

**TMF Health Quality Institute**  
Bridgepoint I, Suite 300  
5918 West Courtyard Dr.  
Austin, TX 78730-5036

**Unimed Direct, LLC**  
5068 W. Plano Parkway Ste. 122  
Plano, TX 75093

**Medical Review Institute of America, Inc.**  
2875 S. Decker Lake Drive, Suite 550  
Salt Lake City, UT 84119

**Medical Review of North Carolina, Inc.**  
100 Regency Forest Drive, Suite 100  
Cary, NC 27511-8598

**Medwork of Wisconsin, Inc.**  
5840 Arndt Road, Suite 2  
Eau Claire, WI 54707-9729

**MES Solutions**  
315 Norwood Park South  
Norwood, MA 02062

**Michigan Peer Review Organization (MPRO)**  
22670 Haggerty Road, Suite 100  
Farmington Hills, MI 48335-2611

**MLS Group of Companies, Inc. dba MLS National Medical Evaluation Services MLS  
Peer Review Services**  
29792 Telegraph Rd.  
Southfield, MI 48034

**National Medical Reviews, Inc.**  
8 Neshaminy Interplex, Suite 207  
Trevose, PA 19053

**Network Medical Review, Ltd.**  
6778 Mill Road  
Rockford, IL 61108

**New Mexico Medical Review Association**  
5801 Osuna NE  
Suite 200  
Albuquerque, NM 87109

**Orland Park Orthopedic**  
16450 South 100 4th Avenue  
Orland Park, IL 60462

**Permedion**  
350 Worthington Road, Suite H  
Westerville, OH 43082

**Physicians' Review Network, Inc. (PRN)**  
7320 North Dreamy Draw Drive  
Phoenix, AZ 85020

**Crossland Medical Review Services, Inc.**  
6901 Jericho Tpke Suite 230  
Syosset, NY 11791

**DDA Management Services, LLC dba D&D Associates**  
1325 Franklin Avenue, Suite 560  
Garden City, NY 11530

**Focus Behavioral Health, Inc.**  
7301 Tamarind Circle  
Pinellas Park, FL 33782

**Healthcare Quality Strategies, Inc.**  
557 Cranbury Road, Suite 21  
East Brunswick, NJ 08816-4026

**H.H.C. Group**  
444 North Frederick Avenue, Suite 200A  
Gaithersburg, MD 20877

**IMX Medical Management Services, Inc.**  
2 Bala Plaza , Suite 600  
Bala Cynwd, PA 19004-0557

**Independent Medical Expert Consulting Services, Inc. (IMEDECS)**  
157 S. Broad Street, Suite 400  
Lansdale, PA 19446

**IPRO, Inc. (Island Peer Review Organization, Inc.)**  
1979 Marcus Ave.  
Lake Success, NY 11001

**Lumetra**  
One Sansome Street  
San Francisco, CA 94104

**MAXIMUS, Inc.**  
1 Fishers Road, 2nd Floor  
Pittsford, NY 14534

**MCMC LLC**  
88 Black Falcon Avenue, Suite 353  
Boston, MA 02110

**Medical Consultants Network, Inc.**  
1200 6th Ave, Suite 1800  
Seattle, WA 98101

**VENDOR MAILING LIST  
for DHHS OMBP Independent Clinical Review RFP**

Companies with Independent Review Organization accreditation from the  
Utilization Review Accreditation Committee

**Advanced Medical Reviews**  
1950 Sawtelle Blvd, Suite 220  
Los Angeles, CA 90025

**Alicare Medical Management**  
8C Industrial Way  
Salem, NH 03079

**AllMed Healthcare Management, Inc.**  
621 SW Alder St., Suite 740  
Portland, OR 97205

**Broadspire Services, Inc.**  
1601 SW 80th Terrace  
Plantation, FL 33324

**CIMRO**  
2902 Crossing Court  
Suite C  
Champaign, IL 61822

**Claims Eval**  
7080 Wildwood Place  
Granite Bay, CA 95746

**Clinix Healthcare**  
5890 Sawmill Rd., Suite 200  
Dublin, OH 43017

**CompPartners, Inc.**  
18881 Von Karman Ave., Ste 390  
Irvine, CA 92612

**Concentra Integrated Services, Inc.**  
3220 Keller Springs, Suite 106  
Carrollton, TX 75006

**Considine & Associates**  
25401 Cabot Road Suite 200  
Laguna Hills, CA 92653

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**Evaluation Team**  
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Lise C. Farrand, R.Ph.

Pharmaceutical Services Specialist

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His Excellency, Governor Jonn L. Lynch  
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1996 compliant communications, allows the State direct communication with medical reviewers, electronic case tracking, client specific databases, and record retention and disaster recovery.

Geographic Area to be Served: Statewide.

Source of Funds: 50% federal Medicaid funds, and 50% general funds.

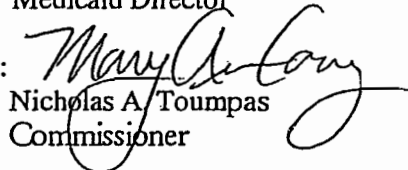
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

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Kathleen A. Dunn, MPH  
Medicaid Director

Approved by:



Nicholas A. Toumpas  
Commissioner

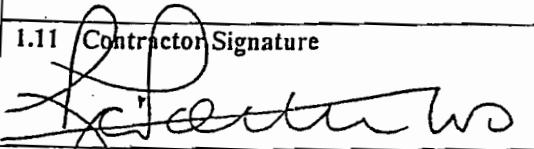
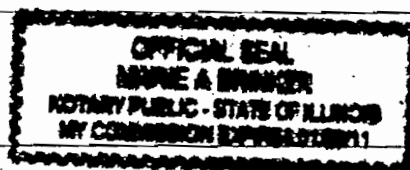
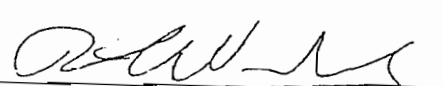
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1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. Porter, M.D. Chief Executive Officer / Chief Medical Officer	
1.13 Acknowledgement: State of <u>IL</u> , County of <u>WINNEBAGO</u> On <u>7/28/2009</u> before the undersigned 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 <u>Marie A. Brinker</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>MARIE A. BRINKER, NOTARY</u>			
1.14 State Agency Signature <u>Kathleen A. Dunn</u>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, MPH Medicaid Director	
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: <u></u> On: <u>8/4/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

OAD



7/30/2009

INDEPENDENT CLINICAL REVIEW SERVICES  
Bidders List

The following vendors, listed in alphabetical order, bid on the DHHS OMBP Independent Clinical Review Request for Proposal

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1950 Sawtelle Blvd, Suite 220  
Los Angeles, CA 90025

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Lake Success, NY 11001

MAXIMUS, Inc.  
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Pittsford, NY 14534

Medical Review Institute of America, Inc.  
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Salt Lake City, UT 84119

Medwork of Wisconsin, Inc.  
5840 Arndt Road, Suite 2  
Eau Claire, WI 54707-9729

National Medical Reviews, Inc.  
8 Neshaminy Interplex, Suite 207  
Trevose, PA 19053

Network Medical Review, Ltd.  
6778 Mill Road  
Rockford, IL 61108

PMSCO Healthcare Consulting  
777 East Park Drive  
PO Box 69067  
Harrisburg, PA 17106

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
  - 8.1.2 failure to submit any report required hereunder; and/or
  - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
  - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
  - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
  - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to include including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$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 Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: July 24, 2009

CONTRACT PERIOD: August 19, 2009, or date of Governor and Executive Council approval,  
whichever is later to June 30, 2012

CONTRACTOR:

NAME: Network Medical Review Company, Ltd.

ADDRESS: 605 Fulton Avenue

Suite 2002

Rockford, Illinois, 61103-4182

TELEPHONE: (815) 964-6334

FAX: (815) 964-1162

EMAIL: rporter@nmrco.com

EXECUTIVE DIRECTOR: Robert Porter, M.D., Chief Executive Officer / Chief Medical Officer

I. Definition of Terms

The following terms and definitions apply to this Contract.

1.1 Agency – Refers to the State of New Hampshire, Department of Health and Human Services (DHHS), and any subdivisions thereof, including but not limited to the Office of Medicaid Business and Policy (OMBP).

1.2 Confidential Information - Information one or both parties assert is required to be kept Confidential from unauthorized disclosure for privacy, proprietary, commercial, financial, or other reasons. If and when bidding process becomes public, "confidential information" may become "State confidential information." See definition of "State's Confidential Records."

1.3 Contract - A binding legal agreement between the State of New Hampshire and the Contractor. The Contract consists of the standard form contract (Form P-37), all Exhibits A through I, all Appendices or Attachments, including the Certificate of Vote, Resume, Certificate of Good Standing from the New Hampshire Secretary of State's Office, Insurance Certificate, and Amendments, if any.

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting 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 Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: PCP  
Date: 7/28/09

**1.4 Contract Conclusion** - Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

**1.5 Contract Managers** - The persons identified by the State and the Contractor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing contract documentation, obtaining or giving executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.

**1.6 Contractor** - The Contracted Company that will perform the duties and Specifications of the Contract.

**1.7 Deficiencies** - A failure, deficiency, or defect in a Deliverable resulting in nonconformance to Contract Specifications.

**1.8 Deliverables** - A deliverable is any Written or Service Deliverable (letter, report, meeting, other), provided by the Contractor to the State or under the terms of a Contract requirement.

**1.9 DHHS or Department** - Refers to the New Hampshire Department of Health and Human Services, and any divisions thereof, including but not limited to the Office of Medicaid Business and Policy (OMBP).

**1.10 Effective Date** - The date on which an agreement, such as a Contract, takes effect.

**1.11 Governor and Executive Council** - The New Hampshire Governor and Executive Council.

**1.12 Medical Review** - Evaluation by appropriate clinician of Medicaid's benefits and medical necessity.

**1.13 NH Medicaid Program** - The Title XIX program administered by the DHHS, which makes medical assistance available to eligible Recipients.

**1.14 NH Medicaid Provider** - An entity that provides a service or product to New Hampshire Medicaid Recipients. New Hampshire Medicaid Providers must be enrolled with the State, must obtain a Medicaid Provider identification number, and must be in good standing with the State in order to receive reimbursement from the State.

**1.15 Normal Business Hours** - Normal Business Hours are 8:00 AM to 4:30 PM EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Jr. Civil Rights Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

**1.16 Notice to Proceed (NTP)** - The State Contract Manager's direction to the Contractor to begin work on the Contract on a given date and time.

**1.17 Office of Medicaid Business and Policy (OMBP)** - Refers to the State of New Hampshire, Department of Health and Human Services, Office of Medicaid Business and Policy.

**1.18 Project** - The planned undertaking regarding the entire subject matter of a Contract and the activities of the parties related hereto.

**1.19 Project Team** - The group of State employees and consultants responsible for managing the processes and mechanisms required such that the products and services are procured in accordance with the Contract. For example, on time, on budget, and to the required Specifications and quality, and consistent with the Project Work Plan.

**1.20 Project Work Plan** - The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed and Deliverables to be produced under the Project. The Project Work Plan shall include a detailed description of the Schedule, tasks / activities, Deliverables, critical events, task dependencies, and the resources that would lead and / or participate on each task.

**1.21 Recipient** - Any individual that is eligible to receive Medicaid benefits on the date products and services were rendered, including but not limited to individuals living in a community setting and individuals receiving Medicaid products and services in hospitals, nursing homes, or other facilities.

**1.22 Review** - The process of reviewing Deliverables for Acceptance.

**1.23 Schedule** - The dates described in the Contract and the Project Work Plan for deadlines for performance of Products and Services, other Project events, and activities under the Contract.

**1.24 Services** - The work or labor to be performed by the Contractor on the Project as described in the Contract.

**1.25 Service Deliverables** - Deliverables that are not Written Deliverables, i.e. meetings, other.

**1.26 Specifications** - The written Specifications that set forth the requirements which include, without limitation, the RFP, the Proposal, this Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth therein.

**1.27 State** - References to the term "State" shall include applicable state department and agencies.

**1.28 Statement of Work (SOW)** - The basic requirements and objectives of a Project. The SOW defines the results that the Contractor remains responsible and accountable for achieving.

**1.29 State's Confidential Records** - State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to NH RSA Chapter 91-A.

**1.30 State Fiscal Year (SFY)** - The New Hampshire State Fiscal Year extends from July 1<sup>st</sup> through June 30<sup>th</sup> of the following calendar year.

**1.31 Subcontractor** - A person, partnership, or company not in the employment of, or owned by, the Contractor, which is rendering Products and Services under this Contract under a separate Contract with or on behalf of the Contractor.

1.32 Written Deliverables - Non-Service written Deliverable (such as reports, work plan, other) provided by the Contractor either in paper or electronic form.

## II. Contractor Services

The Contractor shall:

2.1 Provide expert clinical review of drugs under consideration for inclusion on the New Hampshire Medicaid pharmacy benefit preferred drug list (PDL) through the following activities:

- o ensure access to and availability of a wide variety of physicians who are currently licensed in the United States, and in active practice and are board certified in the specialty that most commonly treats the disease or prescribes the relevant therapeutic class of drugs on an as-requested basis by the Department;
- o ensure the reviewing physician has no financial relationship with any company managing Medicaid's pharmacy benefit, nor can the physician be a member of New Hampshire's pharmacy and therapeutics committee established by the Medicaid program;
- o issue objective, evidence-based, written opinions, and clear documentation for the clinical decision-making on treatments, therapies or appeals, based on peer-reviewed, published clinical studies or other objective data, include citations from peer-reviewed medical literature to support the opinion;
- o provide summary curriculum vitae of the reviewing physician/s; and
- o complete the drug review within the timeframe agreed upon by the Contractor and the Department,
  - time frame shall be defined as routine drug reviews (within five (5) business days).

2.2 Provide access to physician clinical expertise to conduct specialty reviews of specific Medicaid cases, as well as Medicaid benefits and appeals processes (for example: medical necessity, experimental and investigational treatment, and therapy) as well as clinical consultation as may be required for Medicaid management programs; conduct analysis to determine medical necessity or appropriateness of proposed treatments or therapies; conduct reviews of emerging experimental and investigational treatments and therapies to facilitate Medicaid benefit decision-making through the following activities:

- o ensure access and availability of a wide variety of specialists, currently licensed in the United States, and in active practice, board certified, and experienced in treating the diseases and disorders of the cases or therapies they may be instructed to review;
- o issue objective, evidence-based, written opinions, and clear documentation for the clinical decision-making on treatments, therapies or appeals, based on peer-reviewed, published clinical studies or other objective data, include citations from peer-reviewed medical literature to support the opinion;
- o provide summary curriculum vitae of the reviewing physician/s; and
- o complete the specialty review within the timeframe agreed upon by the Contractor and the Department.
  - Time frames shall be defined as routine clinical or experimental / investigational reviews (within five (5) business days); urgent clinical reviews defined as within twenty-four (24) to forty-eight (48) hours and emergent clinical reviews defined as completed by the next business day.

2.3 Ensure direct access to Contractor physicians for questions and follow-up by Medicaid staff;



2.4 Assure that at all times individually identifying information remains confidential according to applicable laws and state Medicaid policy.

2.5 Conduct independent reviews of appeals and disputes regarding medical coverage.

2.6 Provide consultation regarding medical claims reviews.

2.7 All reviewers shall use evidence-based medicine practice to the extent that evidence-based medicine is known to support their recommendations. Reviewer shall use the following hierarchy of resources to support their recommendations:

- Research-Based Evidence
  - Meta-analysis of multiple controlled clinical trials
  - Experimental studies, such as well-controlled randomized clinical trials
  - Systematic reviews of all types of research
  - Multiple non-experimental studies, including descriptive, correlational, and qualitative research
  - Published Evidence-Based Practice guidelines, such as those published by professional organizations
- Non-Research-Based Evidence
  - Case studies
  - Program evaluation, quality improvement data, or case reports
  - Opinions of experts (e.g., standards of practice, practice guidelines)

2.8 Ensure all reviewing physicians shall be pre-screened by the primary Contractor such that no physician working on contract activities shall have been identified as an individual, or member of an entity, who / that has been excluded from participation as a Medicare or Medicaid provider.

### III. Commencement Date

The term of this Contract shall become effective on August 19, 2009, or date of Governor and Executive Council approval, whichever is later, and shall remain in effect until June 30, 2012 ("Initial Term"). The Contractor shall not be paid for any services that may be provided prior to the Effective Date.

### IV. Amendment

At the conclusion of the Initial Term, this Contract may be renewed with the consent of both parties for up to two (2) two (2) year extensions if, at the discretion of the State, there has been satisfactory execution of services in the Initial Term by the Contractor, extension of the Contract is consistent with the State's clinical goals, and other business strategies, and subject to Governor and Executive Council approval.

### V. DHHS Contract Manager

Doris H. Lotz, MD, MPH  
 Medicaid Medical Director  
 129 Pleasant Street, Annex I Building  
 Concord, New Hampshire 03301-3852  
 Email: dlotz@dhhs.state.nh.us  
 Telephone: 603 271-5254  
 Fax: 603 271-8431

or designee.

**VI. Vendor Project Director / Contract Manager**

Theodore Wyman, MD  
605 Fulton Avenue  
Suite 2002  
Rockford, Illinois 61103-4182  
Email: twyman@nmrco.com  
Telephone: 815 964-6334  
Fax: 815 964-1167

or designee.

*Remainder of page intentionally left blank.*

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

This contract is funded by the New Hampshire General Fund and/or by Federal Funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

<u>NH General Fund:</u>	\$7,570
<u>Federal Funds:</u>	\$7,570
<u>CFDA #:</u>	93.778
<u>Federal Agency:</u>	Centers for Medicare and Medicaid Services
<u>Program Title:</u>	Medical Assistance Program
<u>Amount:</u>	\$15,140

**I. Contract Billing**

The Contractor shall:

1.1 Submit an invoice for clinical reviews conducted per Exhibit A, Scope of Services, to the attention of the Department of Health and Human Services' Billing Contract Officer noted below.

- o Invoices shall be submitted to the Department of Health and Human Services on a monthly basis.

1.2 The invoice shall be on the Contractor's letterhead and include the following information:

- o the Contractor's state vendor number;
- o the specific date of service;
- o the specific service that was provided;
- o the amount of payment requested; and;
- o the dated signature of the Chief Executive Officer or their designee or of an individual with the legal authority to sign on behalf of the Contractor.

1.3 Invoices must contain an original signature. Faxed and / or electronic copies of invoices cannot be accepted.

1.4 The Contractor fees from the Effective Date of this contract through June 30, 2012, shall be all-inclusive and consist of the processing of the review, physician time, and Quality Assurance Processing and be as follows for:

Medicaid Case Reviews -

- Routine Reviews (completed within five (5) business days) = \$95.00 per review;
- Urgent Reviews (completed within twenty-four (24) to forty-eight (48)-hours) = \$105.00 per review;
- Emergent Reviews (completed by the next business day) = \$115.00 per review;

Drug Reviews -

- Routine Reviews (completed within five (5) business days) = \$195.00 per review.

Contractor Initials: RLP  
 Date: 7/28/09

1.5 OMBP Billing Contract Officer -

To resolve issues or concerns about billing, the Billing Contract Officer shall be:

Lise C. Farrand, R.Ph.  
Pharmaceutical Services Specialist  
New Hampshire Department of Health and Human Services  
129 Pleasant Street - Annex I Building  
Hugh Gallen State Office Park South  
Concord, NH 03301-3852  
Email: lfarrand@dhhs.state.nh.us  
Telephone: 603 271-4419  
Fax: 603 271-8701

or designee.

1.6 Contractor Billing Contract Officer

To resolve issues or concerns about billing, the Billing Contract Officer shall be:

Nicole Lawson, CPA  
605 Fulton Avenue  
Suite 2002  
Rockford, Illinois 61103-4182  
Email: nicole.lawson@johnmorrisey.com  
Telephone: 815 282-4600  
Fax: 815 282-9329

or designee.

*Remainder of page intentionally left blank.*

RAP

7/28/09

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than