

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

134
mlc

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services' (DAS), Division of Personnel (DOP), to enter into a contract with Managed Medical Review Organization, Inc., (MMRO) (Vendor Code #253943), of Novi, MI, in an amount not to exceed \$511,080.00 for the administration of Advice-to-Pay Services for the State of New Hampshire's Income Protection Plan (IPP) provided to eligible state employees. The Agreement is for a period of five (5) years effective January 1, 2023 through December 31, 2027, with the option to renew for an additional two-year period effective upon Governor and Council approval. Fees will be allocated and billed monthly to agencies.

Funding shall be provided through individual agency expenditures, contingent upon availability and continued appropriations.

EXPLANATION

DAS Bureau of Purchase and Property, on behalf of DOP, issued a Request for Bid for Advice-to-Pay Services for the State of New Hampshire's Income Protection Plan on May 23, 2022. Notification was posted publicly and transmitted using the National Institute of Government Procurement (NIGP) commodity code listings. Three (3) compliant submissions were received from MMRO, the incumbent, as well as MetLife and Absence. Attached is a copy of the bid results.

This agreement is necessary to provide Advice-to-Pay services related to the collectively-bargained, employer-paid, income protection plan for eligible state employees. Approximately 10,000 full-time employees are currently covered under the IPP program. Eligible employees apply for salary continuation through their agency human resources office following exhaustion of available paid sick leave. The services provided by this contract provide an objective, third-party, clinical review to determine medical eligibility.

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

The cost of the contract is \$511,080.00. MMRO originally bid a price of \$527,040.00. After further negotiation, the price was lowered to \$511,080.00 saving the State \$15,960.00. MMRO is the incumbent; the current five-year contract ends on December 31, 2022. The State's experience has been positive for both agencies and employees. Additionally, MMRO has demonstrated their industry qualifications through their continued accreditation as a Comprehensive Independent Review Organization through URAC, formerly known as the Utilization Review Accreditation Commission.

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Bid Description	Advice to Pay Services for Short Term Disability	Agency:
Bid #	2591-22	Requisition: #
Agent Name	Andrew Bennett	Bid Closing:

Product Description	MMRO Negotiated Price	MMRO Original Price	MetLife	Absence
Full Contract Price = [PEPM (Year 1) *10,000 employees *12 months] + [PEPM (Year 2) *10,000 employees *12 months] + [PEPM (Year 3) *10,000 employees *12 months] + [PEPM (Year 4) *10,000 employees *12 months] + [PEPM (Year 5) *10,000 employees *12 months] (1/1/23 – 12/31/27)	\$ 511,080.00	\$ 527,040.00	\$ 1,350,000.00	\$ 1,404,000.00

Apparent Low Bidder



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Advice to Pay Services for Short Term Disability	Agency:	Statewide
Bid #	2591-22	Requisition: #	N/A
Agent Name	Andrew Bennett	Bid Closing:	7/8/22 2:00 PM

Product Description	Based on 10,000 Employees Per Employee per month (PEPM)			
	MMRO Negotiated Price	MMRO Original Price	MetLife	Absence
Full Contract Price = [PEPM (Year 1) *10,000 employees *12 months] + [PEPM (Year 2) *10,000 employees *12 months] + [PEPM (Year 3) *10,000 employees *12 months] + [PEPM (Year 4) *10,000 employees *12 months] + [PEPM (Year 5) *10,000 employees *12 months] (1/1/23 – 12/31/27)	\$ 511,080.00	\$ 527,040.00	\$ 1,350,000.00	\$ 1,404,000.00
Apparent Low Bidder				

MMRO Negotiated Price		
Year	Description	Per Employee Per Month
Year 1 (1/1/23 – 12/31/23)	Per employee per month price	\$0.802 Per Employee Per Month
Year 2 (1/1/24 – 12/31/24)	Per employee per month price	\$0.826 Per Employee Per Month
Year 3 (1/1/25 – 12/31/25)	Per employee per month price	\$0.851 Per Employee Per Month
Year 4 (1/1/26 – 12/31/26)	Per employee per month price	\$0.877 Per Employee Per Month
Year 5 (1/1/27 – 12/31/27)	Per employee per month price	0.903 Per Employee Per Month



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

MMRO Original Price		
Year	Description	Per Employee Per Month
Year 1 (1/1/23 – 12/31/23)	Per employee per month price	\$0.827 Per Employee Per Month
Year 2 (1/1/24 – 12/31/24)	Per employee per month price	\$0.852 Per Employee Per Month
Year 3 (1/1/25 – 12/31/25)	Per employee per month price	\$0.878 Per Employee Per Month
Year 4 (1/1/26 – 12/31/26)	Per employee per month price	\$0.904 Per Employee Per Month
Year 5 (1/1/27 – 12/31/27)	Per employee per month price	0.931 Per Employee Per Month

MetLife		
Year	Description	Per Employee Per Month
Year 1 (1/1/23 – 12/31/23)	Per employee per month price	\$2.25 Per Employee Per Month
Year 2 (1/1/24 – 12/31/24)	Per employee per month price	\$2.25 Per Employee Per Month
Year 3 (1/1/25 – 12/31/25)	Per employee per month price	\$2.25 Per Employee Per Month
Year 4 (1/1/26 – 12/31/26)	Per employee per month price	\$2.25 Per Employee Per Month
Year 5 (1/1/27 – 12/31/27)	Per employee per month price	\$2.25 Per Employee Per Month

Absence		
Year	Description	Per Employee Per Month
Year 1 (1/1/23 – 12/31/23)	Per employee per month price	\$2.25 Per Employee Per Month



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Year 2 (1/1/24 – 12/31/24)	Per employee per month price	\$2.25 Per Employee Per Month
Year 3 (1/1/25 – 12/31/25)	Per employee per month price	\$2.32 Per Employee Per Month
Year 4 (1/1/26 – 12/31/26)	Per employee per month price	\$2.40 Per Employee Per Month
Year 5 (1/1/27 – 12/31/27)	Per employee per month price	\$2.48 Per Employee Per Month

FORM NUMBER P-37 (version 12/11/2019)


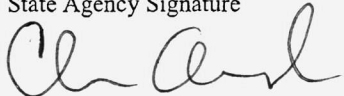
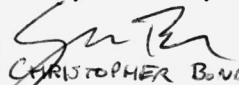
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property and NH Employment Security		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Managed Medical Review Organization, Inc.		1.4 Contractor Address 44090 W. 12 Mile Road Novi, MI 48377	
1.5 Contractor Phone Number 866-516-6676 x 141	1.6 Account Number 01-14-14-140510-79990000	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$511,080.00
1.9 Contracting Officer for State Agency Andrew Bennett		1.10 State Agency Telephone Number 603-271-7411	
1.11 Contractor Signature  Date: 10/12/2022		1.12 Name and Title of Contractor Signatory Erich Kelly, Vice President, National Sales and Marketing	
1.13 State Agency Signature  Date: 11/23/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 12/5/22 CHRISTOPHER BOW			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contents

FORM NUMBER P-37 (version 12/11/2019)	1
AGREEMENT	1
EXHIBIT A SPECIAL PROVISIONS	6
EXHIBIT B SCOPE OF SERVICES	7
1. INTRODUCTION	7
2. CONTRACT DOCUMENTS.....	7
3. TERM OF CONTRACT	7
4. SCOPE OF WORK.....	7
5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR	15
6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TITRANSACTIONS.....	15
7. CONFIDENTIALITY & CRIMINAL RECORD.....	15
EXHIBIT C METHOD OF PAYMENT	16
1. CONTRACT PRICE.....	16
2. Payment and Invoicing	16
3. PAYMENT	16
EXHIBIT D	17
EXHIBIT E	18

EXHIBIT A SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B SCOPE OF SERVICES

1. INTRODUCTION

- 1.1. Managed Medical Review Organization, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Administration of Advice to Pay Short Term Disability Services in strict accordance with the State Request for Bid 2591-22 and as described herein.

2. CONTRACT DOCUMENTS

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. EXHIBIT D RFB 2591-22
 - 2.1.6. EXHIBIT E Contractor's Bid Response
- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 (as modified in EXHIBIT A "Special Provisions,"); (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFP 2591-22," and (5) EXHIBIT E "Contractor Proposal".

3. TERM OF CONTRACT

- 3.1. The term of the Contract shall commence upon approval of the Governor and Executive Council through December 31, 2027, a period of approximately five (5) years.
- 3.2. The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

4. SCOPE OF WORK

- 4.1. Contractor shall supply all labor, technology, software, transportation, materials, and supplies necessary and required to perform services as described herein.
- 4.2. The State, through collective bargaining, provides income protection (IP) coverage that provides income replacement for full-time employees i.e., those working 37.5 hours or more per week who, through non-occupational illness or injury, become unable to perform the duties of their job. ("Unable to perform the duties of their job" in the context of the State's IP plan means not able to perform any portion of their essential job duties as described in the employee's supplemental job description.) IP payments are made through the State's payroll management system. The State requires the Contractor to provide advice-to-pay and claims management services for the self-funded IP program. The Contractor shall provide the following services:
 - 4.3. CLAIMS MANAGEMENT:

- 4.3.1. Claims management services shall include but not be limited to:
- 4.3.2. Claims intake (online, in paper and/or telephonic submission). The intake process may vary based on the capability of the Contractor. If the Contractor has an electronic method of claim submission, the State is amenable to using that system. If follow-up information is necessary, that may be provided over email or phone between the Contractor, the State IP representative, the eligible participant, and/or the participant's medical provider.
- 4.3.3. Verification of 100% inability to work, start date of event, and approved duration of 100% inability to work.
- 4.3.4. Claims management, including confirmation of continued inability to work, up through full-time work release from medical provider.
- 4.3.5. The Contractor shall manage the following claims management process:
 - 4.3.5.1. A State human resource representative will initiate the IP claim process with the employee via provision of a paper or electronic claim form. The claim form will be a mutually agreed upon format between the State and the Contractor and will be used for all agencies for the standardized intake process.
 - 4.3.5.2. The employee will complete their portion of the claim form, including authorization for the Contractor and State agency IP representative to contact a medical provider on their behalf, and attach the completed treating provider(s) portion of the claim form. The employee will submit the completed claim form to their State IP representative. The State IP representative will confirm the employee's eligibility with regard to employment status and coverage under the IP plan, and provide this information to the Contractor along with the claim form for processing.
 - 4.3.5.3. Upon receipt of the completed claim form from the State IP representative, the Contractor will review the form for completeness and contact the employee and/or the employee's health provider directly if additional information or clarification is required.
 - 4.3.5.4. The Contractor shall collect the necessary information and/or revised paperwork from all parties, conduct any follow-up required to render a decision, and notify the State IP representative of the clinical determination that the employee will or will not be unable to perform 100% of their job duties, and, if so determined, the actual or anticipated start day and approved anticipated duration of inability to perform 100% of job duties;
 - 4.3.5.4.1. The Contractor shall review submissions for completeness and issue any needed requests for more information, including but not limited to, additional medical records, within three (3) business days of receipt of the IP claim form from the State IP representative.
 - 4.3.5.4.2. The Contractor shall follow-up on requests for more information, as needed, to facilitate timely decisions.
 - 4.3.5.4.3. Decisions shall be rendered within three (3) business days of receipt of completed clinical paperwork, which includes receipt of any requested clarifying information.

- 4.3.5.4.4. Communication regarding IP claims between the Contractor and the State IP representative shall be secure either via a secure portal or via an encrypted email (TLS).
- 4.3.5.4.5. Upon receipt of the clinical determination from the Contractor, the State IP representative will prepare and provide a notice of approved IP coverage and provide this notification to the employee and the respective State agency human resources staff.
- 4.3.5.4.6. The State IP representative will notify the Contractor via an encrypted email when IP coverage is approved.
- 4.3.6. The State IP administrator will notify the Contractor via an encrypted email if an employee terminates employment with the State, and thus terminates IP coverage. At this time, the IP claim will be closed.
- 4.3.7. The Contractor shall provide the State IP representative timely updates for payroll processing via a secure portal or via an encrypted email (TLS). The State processes payroll on a bi-weekly (every-two weeks) schedule;
 - 4.3.7.1. To support the State payroll processes, the Contractor shall provide weekly verification of all employees that are newly or continue to be clinically unable to perform 100% of their job duties each Friday, including: the State employee identification number, the start date of clinical inability to perform the job, the current % incapacitation i.e., 100% or lower % the employee cannot work if approved for partial return to work, and the anticipated end date of clinical inability to work for each employee.
 - 4.3.7.2. Such notification shall be provided in an Excel format directly to the State IP representative, who will distribute the information to applicable human resources and payroll administrators.
 - 4.3.7.3. Timely updates are necessary for the State to pay employees accurately and on time, and minimize retroactive payment corrections.
- 4.4. At least seven (7) business days prior to the end of the initial period of the state-approved IP coverage, the Contractor shall contact the employee and/or their medical provider to determine if the employee is able to resume work as expected, able to work at some partial percentage, or if an extension of the anticipated period of clinical inability to perform the job is necessary.
- 4.5. The Contractor shall notify the State IP representative immediately via an encrypted email when the employee has achieved any work capacity as verified by receipt of a return to work form completed by the employee's medical provider indicating the date the employee is approved to resume full, or partial work duties;
 - 4.5.1. The clinical determination shall be based on the employee's supplemental job description, the employee's ability to perform the essential functions of that job, and the treating physician's release to perform any of those essential functions.
 - 4.5.2. The Contractor shall direct the employee to contact his or her State agency human resource representative regarding their return to full, or partial work and/or their need for approval of extended medical leave.
- 4.6. The Contractor will continue to provide claim management services during partial return to work e.g., continued communication with the employee and medical provider to confirm

continued clinical eligibility for IP coverage and/or clinical readiness to resume full work status. At the time that full work capacity is achieved, the State IP administrator shall close the IP claim.

- 4.7. Respective State agency human resource staff will manage the return to work plans with the employee, as well as the process for approval of extended medical leave of absence when required i.e., once FMLA coverage is exhausted. The State is not looking for Employee Assistance Program (EAP) or return to work services.
- 4.8. Respective State human resource staff will work with employees to obtain approval for leave, which is required separately from approval for IP coverage. State human resource staff also will coordinate the IP process with Family Medical Leave Act administration or any of its components, as necessary.
- 4.9. The Contractor shall not provide advice to any employee regarding their status under IP, FMLA, or other approved leave or benefit.
- 4.10. This is a salary continuance plan. The State is self-insuring the IP claims through the State payroll system. All payment calculations will be managed in-house.
- 4.11. APPEALS MANAGEMENT:
 - 4.11.1. The Contractor shall serve as a fiduciary solely to perform the processing of clinical determination claims appeals. The Contractor shall have all the powers necessary and appropriate to enable it to carry out its claims appeal processing responsibilities and duties. This includes, without limitation, the right and discretion to interpret and construe the clinical claim information and to make the appropriate final approval or denial on appeal of the employee's clinical ability to perform 100% of job duties and the extent to which/percentage of the employee's clinical ability to perform the job in a return to work capacity. The Contractor's appeal determination shall be binding upon the State and eligible employees.
- 4.12. REPORTING:
 - 4.12.1. The Contractor shall be required to submit a monthly claims management summary report. This report is due no later than ten (10) days after the end of prior month. Reports shall be submitted electronically to the Division of Personnel's IP representative and to the Bureau of Procurement Services (to Andrew Bennett at Andrew.J.Bennett@DAS.NH.Gov or designee).
 - 4.12.2. The Usage Report shall be submitted in Excel format. At a minimum, the Report shall include:
 - 4.12.2.1. Identify each submission received and reviewed e.g., claim #.
 - 4.12.2.2. The first and last name and middle initial of the eligible participant for each submission
 - 4.12.2.3. The State of NH employee identification number for the eligible participant
 - 4.12.2.4. State agency where eligible participant is employed (from standard list of agency names)
 - 4.12.2.5. Date of receipt of initial submission from eligible participant
 - 4.12.2.6. Date of request for more information, when applicable.

- 4.12.2.7. Date of receipt of complete submission (can be same as date of initial submission when applicable)
 - 4.12.2.8. Date of decision on submission (approve or deny)
 - 4.12.2.9. Date of start of approved eligible event
 - 4.12.2.10. Number of days of approved 100% absence from work
 - 4.12.2.11. Date of follow-up correspondence with eligible participant near end of approved event
 - 4.12.2.12. Date of receipt of extension request (when applicable)
 - 4.12.2.13. Date of decision on extension request (approve or deny)
 - 4.12.2.14. Date of start of approved extension
 - 4.12.2.15. Number of additional days approved
 - 4.12.2.16. Whether extension is for full or partial absence from work (as % absent)
 - 4.12.2.17. Date when partial-return to work is authorized and approved work period
 - 4.12.2.18. Date of follow-up correspondence near end of extension
 - 4.12.2.19. (repeat for each extension of a unique claim)
 - 4.12.2.20. Date claim is closed.
- 4.12.3. As noted above, the Contractor shall provide a weekly report of all employees that are newly or continue to be covered under income protection each Friday to the State IP representative.
- 4.12.4. This weekly report shall include:
- 4.12.4.1. The first and last name and middle initial of the approved participant
 - 4.12.4.2. The State employee identification number
 - 4.12.4.3. Start date of IP-qualifying event
 - 4.12.4.4. Current percentage incapacitation i.e., 100% or lower if the employee is approved for partial return to work
 - 4.12.4.5. Anticipated end date of 100% inability to work
- 4.12.5. Modifications to these reports, or other reports, may be required at the request of the State.

4.13. ELIGIBLE POPULATION:

- 4.13.1. The State's eligible population for income protection is based on a twelve-month period minimum employment with the State and current employment in a position covered by a collective bargaining agreement providing for IP coverage. Currently, the vast majority of full-time State employees in the Executive Branch are eligible for income protection (approximately 9,000 employees). The State estimates that approximately 250-325 claims will be filed per year, based on prior submissions, and that approximately 90% of submissions will be approved for IP coverage.
- 4.13.2. Notwithstanding, the State offers an accrued paid sick leave program covering approximately 10,000 active employees. As a result of collective bargaining with

respect to employee benefits, there is a possibility that additional participants may become eligible for the program (up to 10,000 active employees) during the contract term.

4.14. ACCOUNT MANAGEMENT:

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

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

4.14.1.2. Contractor's personnel shall have a strong dedication to customer service in all aspects of its dealings with the State. Contractor's personnel shall return telephone calls promptly, be professional and maintain confidentiality when communicating with State employees.

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

4.15. IMPLEMENTATION:

4.15.1. Implementation shall begin upon approval of the contract by Governor and Executive Council (G&C meeting date to be determined) for an effective date of coverage of January 1, 2023.

4.15.2. The Contractor's implementation plan shall include an orientation meeting where the State's IP representatives responsible for managing income protection plan coverage requests are introduced to the new service representative(s) and process. The date and time for this meeting will be determined during the implementation planning.

4.15.3. The Contractor's implementation plan shall include a proposed process to transition active income protection claims from the State's current contractor into the new Contractor's system.

4.15.4. Prior to the effective date of coverage, the Contractor shall work with the State to clarify all work processes and State and agency contacts for successful administration of the IP plan.

4.16. PERFORMANCE GUARANTEE:

4.16.1. The State requires the Contractor to agree to place at least twenty-five percent (25%) of the contract price at risk for performance guarantee.

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

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

4.16.4. Amount at risk is based on actual billed fee for the applicable 3-month period (quarter).

- 4.16.5. Performance Guarantees shall be assessed and paid within forty-five (45) days of end of the 12-month period and provided to the State. The penalty due to the State will be based on cumulative penalty assessed each quarter and will be paid in a separate check after the annual reconciliation is completed.
- 4.16.6. In the event of an early termination, financial penalties shall be measured and paid within thirty (30) days of notice of termination and will be based on the pro-rata amount of the annual year for which the agreement was terminated.
- 4.16.7. The Contractor agrees to the following performance guarantees and dollars at risk associated with the respective categories calculated against the State portfolio of employees covered per calendar year:

4.16.8.

Performance Area	Penalty Standard	\$ at Risk
A. Documentation of Contacts Contact with members and/or providers will be documented within (1) one business day of the contact, according to the established template.	< 95%	15%
B. Response to State Contacts Account Manager will return calls from State Human Resource staff within one (1) business day.	<95%	15%
C. Advice-to-Pay Recommendation Turnaround Recommendations on Advice-to-Pay will be provided to the State within five (5) business days of receipt of all sections of the completed disability application and all necessary information for recommendation to be made.	< 90%	25%
D. Case Follow-Up Follow-up contact with the employee and/or their medical provider is made at least seven (7) business days prior to the expected end of coverage to determine if the employee is able to resume work as expected, able to work at some partial percentage, or if an extension of the anticipated period of clinical inability to perform the job is necessary.	< 90%	30%
E. Reporting Required reports are submitted to the appropriate state contact on a timely basis as defined by contract.	< 90%	15%
TOTAL		100%

4.17. FILE RETENTION, STORAGE AND DESTRUCTION:

4.17.1. The Contractor shall retain all records for the duration of the contract and return the files to the Division of Personnel within 30 days following the termination of the contract.

4.18. PRIVACY PRACTICES DISCLOSURE:

- 4.18.1. The Contractor shall provide the State with information that outlines the privacy practices for the Contractor and/or its affiliates or subcontractors. The Contractor shall also provide the State with a copy of any privacy notice that would be sent to its eligible members.
- 4.18.2. Specifically, the Contractor shall indicate:
 - 4.18.2.1. The types of personal information collected during the course of conducting the contracted services.
 - 4.18.2.2. How the personal information is used.
 - 4.18.2.3. To whom the personal information is disclosed.
 - 4.18.2.4. The security policies and procedures in place to protect the confidentiality and security of the personal information.
- 4.18.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 4.18.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 4.18.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 4.18.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 4.18.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 4.18.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 4.18.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 4.18.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact

person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

- 5.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2591-22, as described herein, and under the terms of this Contract.
- 5.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 5.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 5.4. Additionally, all updates e.g., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ghaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ghaeqs45jpya5i45))/welcome.aspx)
- 5.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

- 6.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

- 7.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C METHOD OF PAYMENT

1. CONTRACT PRICE

- 1.1. The Contractor hereby agrees to provide Administration of Advice to Pay Short Term Disability Services in accordance with the terms and conditions specified in Exhibit B for an amount not to exceed \$511,080.00. This shall not be considered a guarantee or minimum; however it shall be considered a maximum amount from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PAYMENT AND INVOICING

- 2.1. The State shall pay the Contractor monthly based on the per employee per month (PEPM) rates provided in the chart below.

Year	Description	Per Employee per Month
Year 1 (1/1/23 – 12/31/23)	Per employee per month price	\$ 0.802
Year 2 (1/1/24 – 12/31/24)	Per employee per month price	\$ 0.826
Year 3 (1/1/25 – 12/31/25)	Per employee per month price	\$ 0.851
Year 4 (1/1/26 – 12/31/26)	Per employee per month price	\$ 0.877
Year 5 (1/1/27 – 12/31/27)	Per employee per month price	\$ 0.903

- 2.2. The State shall self-report the total eligible employees per month and calculate the total amount due using a mutually agreed upon electronic invoice generated by the State. Supporting documentation shall accompany each invoice.
- 2.3. Contractor shall be paid within thirty (30) days after the end of the month.

3. PAYMENT

- 3.1. Payments shall be made electronically via P-Card, Automatic Clearing House (ACH) or electronic fund transfer (EFT).
- 3.2. The Contractor agrees to coordinate with the State and the State Treasury to establish the mutually agreed upon method of payment upon approval of this contract.

EXHIBIT D

RFB #2591-22 is incorporated herein.

Contractor Initials EK
Date 10/12/2022

EXHIBIT E

Contractor's bid is incorporated herein.

Contractor Initials EK
Date 10/12/2022

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MANAGED MEDICAL REVIEW ORGANIZATION, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on October 04, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **698556**

Certificate Number: **0005879523**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, **G. Joseph Schimizzi**, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Managed Medical Review Organization, Inc. I hereby certify the following is a true copy of
(Name of Corporation)

a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10/12, 2022
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Erich Kelly** (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of
Managed Medical Review Organization, Inc. with the State of New Hampshire and
(Name of Corporation)

any of its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 10/3/2022

ATTEST: 
(Name & Title)

Additional Policies:

Cyber Privacy & Data Breach Liability

Policy #: MPL20579552

Policy Period: 12/20/2021-12/20/2022

Each Claim Limit: \$2,000,000

Aggregate Policy Limit: \$2,000,000

Retention Each Claim: \$25,000

Retroactive Date: Full Prior Acts

Employment Practices Liability:

Policy #: LHB-D124535

Policy Period: 12/20/2021-12/20/2023

Each Claim Limit: \$1,000,000

Aggregate Policy Limit: \$1,000,000

Retention Each Claim: \$10,000

Retroactive Date: 12/20/2016