

New York State Department of Civil Service Request for Proposals #DRP-2016-1

"DISPUTE RESOLUTION PROGRAM"

ADMINISTRATIVE PROPOSAL

Submitted by

National Medical Reviews, Inc.

260 Knowles Avenue
Suite 330
Southampton, PA 18966
215-352-7800
MedReviews@NMRusa.com
www.NMRusa.com

Due Date	August 11, 2016 at 3:00 pm
Contact Name and Address	Dispute Resolution Program Procurement Manager NYS Department of Civil Service Employee Benefits Division Agency Building 1 Empire State Plaza Albany, New York 12239

This Proposal or Quotation includes data that is proprietary to National Medical Reviews, Inc. and may not be disclosed outside the State of New York, Department of Civil Service, and may not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to National Medical Reviews, Inc. as a result of - or in connection with - the submission of this data, NYS DCS shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit NYS DCS's right to use information contained in this proposal if it is obtained from another source without restriction.

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ADMINISTRATIVE PROPOSAL

A. Formal Offer Letter

See Attachment 1: National Medical Reviews, Inc. Formal Offer Letter

B. Minimum Mandatory Requirements

See Attachment 2: National Medical Reviews, Inc. Offeror Attestation Form

C. Exhibits

- See Attachment 3: Exhibit I.A Proposal Submission Requirement Checklist**
- See Attachment 4: Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification**
- See Attachment 5: Exhibit I.G Equal Employment Opportunity (EEO) Staffing Plan (Form EEO-100)**
- See Attachment 6: Exhibit I.K Offeror's Affirmation of Understanding and Agreement**
- See Attachment 7: Exhibit I.M Compliance with Public Officers Law Requirement**
- See Attachment 8: Exhibit I.N Compliance with Americans with Disabilities Act**
- See Attachment 9: Exhibit I.O MWBE Utilization Plan (Form MWBE-100)**
- See Attachment 10: Exhibit I.P Certification of Compliance Pursuant to State Finance Law §139-k**
- See Attachment 11: Exhibit I.Q M/WBE and EEO Policy Statement**
- See Attachment 12: Exhibit I.S National Medical Reviews, Inc. Formal Offer Letter**
- See Attachment 13: Exhibit I.T National Medical Reviews, Inc. Offeror Attestation Form**
- See Attachment 14: Exhibit I.U.1 Key Subcontractors or Affiliates**
- See Attachment 15: Exhibit I.U.2 NYS Supplier and Subcontractor**
- See Attachment 16: Exhibit I.V Program References**
- See Attachment 17: Exhibit I.W Compliance with NYS Workers' Compensation Law**

D. Key Subcontractors or Affidavits

National Medical Reviews, Inc. will not be utilizing any subcontractors to provide Dispute Resolution Programs services for the New York State Department of Civil Service.

See Attachment 14: Exhibit I.U.1 Key Subcontractors

E. Reference Checks

See Attachment 16: Exhibit I.V Client References

F. Financial Statements

See Attachment 18: Financial Statements

G. Vendor Responsibility Questionnaire

- See Attachment 19: Vendor Responsibility Questionnaire**
- See Attachment 20: Certificate of Good Standing**

ATTACHMENT 1

National Medical Reviews, Inc. Formal Offer Letter

Date: August 8, 2016

Mr. Seth Johnson
Procurement Manager
Employee Benefits Division – Room 1106 NYS
Department of Civil Service
Albany, NY 12239

**RE: Request for Proposals #DRP-2016-1 entitled:
“Dispute Resolution Program,”
Firm Offer to the State of New York**

National Medical Reviews, Inc. hereby submits this firm and binding offer to the State of New York in response to the Department’s Request for Proposals #DRP-2016-1, entitled “**Dispute Resolution Program,**” (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

National Medical Reviews, Inc accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

National Medical Reviews, Inc agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C, C-1, D, D-1, and D-2 to the draft contract.

National Medical Reviews, Inc further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers’ Compensation Law as set forth in Section II.B.7 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **National Medical Reviews, Inc** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

National Medical Reviews, Inc’s complete offer is set forth as follows:

Administrative Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Technical Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Cost Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **National Medical Reviews, Inc** and possesses the legal authority and capacity to act on behalf of **National Medical Reviews, Inc** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: August 8, 2016

National Medical Reviews, Inc.

[Redacted signature]

(signature)

Meredith Merlini

(name)

Vice President

(title)

(215) 352-7800

(phone number)

mmerlini@nmrusa.com

(email address)

CORPORATE OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA }

: SS.:

COUNTY OF BUCKS }

On the 8th day of **August** in the year **2016**, before me personally appeared: **Meredith Merlini**, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 730 Moredon Road, Town of Meadowbrook, County of Montgomery, State of Pennsylvania; and further that:

[Check One]

(If a corporation): he is the **Vice President of National Medical Reviews, Inc.**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

[Redacted Notary Public name]

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
CLAUDIA ANN KNOTT, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires March 2, 2019

ATTACHMENT 2

National Medical Reviews, Inc. Offeror Attestation Form

Exhibit I.T - Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		National Medical Reviews, Inc.
Entity's Legal Form:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
No.	RFP Ref.	RFP Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses does not possess the legal capacity to enter into a contract with the Department.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest its principal place of business is not located in a state that penalizes New York State vendors and that, if selected goods or services provided under the Agreement will not be substantially produced or performed in such a state.
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it has obtained Full Accreditation by the Utilization Review Accreditation Commission (URAC) in the area of Independent Review Organization.

Exhibit I.T - Offeror Attestations Form

5.	Section III.B.5	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it will maintain and make available as required by the State, a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to the terms and conditions of this RFP, Appendices A and B, and including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to Plan participants and to ensure that public dollars are spent appropriately.
6.	Section III.B.6	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it understands it must distribute Program communication materials in both paper and/or electronic format.

Exhibit I.T - Offeror Attestations Form

Date: 8/8/2016



Signature

Meredith Merlini
Vice President
National Medical Reviews, Inc.

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }

: SS.:

COUNTY OF BUCKS }

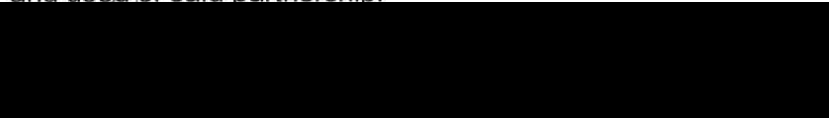
On the 8th day of August in the year 2016, before me personally appeared:

Meredith Merlini, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 730 Moredon Road, Town of Meadowbrook, County of Montgomery, State of Pennsylvania; and further that:

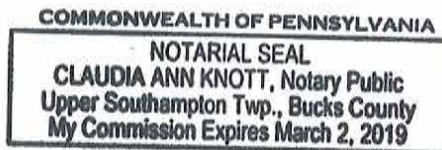
[Check One]

(**If a corporation**): he is the **Vice President of National Medical Reviews, Inc.**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(**If a partnership**): he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as _____ the act and deed of said partnership.



Notary Public



ATTACHMENT 3

Exhibit I.A

Proposal Submission Requirement Checklist

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.A Proposal Submission Requirement

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- 1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.
- 2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this RFP.
- a. Twelve (12) separately bound hardcopies – **two (2) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal** containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1" and "ORIGINAL #2."), **Ten (10) copies of each Administrative Proposal, Technical Proposal and Cost Proposal** marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposals.
 - b. Proposals must be prepared in Adobe Acrobat.
 - c. Each Administrative, Technical and Cost Proposal must be separately bound and clearly labeled with "New York State Dispute Resolution Program #DRP-2016-1" and Offeror's name(s).
 - d. Table of Contents
 - e. Index Tabs
 - f. Pagination
 - g. Updates/Corrections
 - h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this RFP.
- 3. REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:
- A. **Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
 - B. **Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
 - C. **Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
 - Exhibit I.A Proposal Submission Requirement Checklist
 - Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification
 - Exhibit I.G EEO Staffing Plan (form EEO-100)
 - Exhibit I.K Offeror's Affirmation of Understanding & Agreement

- X Exhibit I.M Compliance with Public Officers Law Requirements
- X Exhibit I.N Compliance with Americans with Disabilities Act
- X Exhibit I.O MWBE Utilization Plan (form MWBE-100)
- X Exhibit I.P Offeror's Certification of Compliance Pursuant to State Finance Law §139-k

- X Exhibit I.Q MWBE and EEO Policy Statement
- X Exhibit I.U.1 Key Subcontractors or Affiliates
- X Exhibit I.U.2 NYS Supplier & Subcontractor
- X Exhibit I.W Compliance with NYS Workers' Compensation Law
- X Exhibit I.X Extraneous Terms (if proposing)

X D. **Key Subcontractors:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide program services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U.1 "Key Subcontractors"**:

1. provide a brief description of the services to be provided by the Key Subcontractor; and
2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide program services, the Offeror must provide a statement to that effect.

X E. **Reference Checks:** The Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied Dispute Resolution Program Services similar to those required in this RFP. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this RFP. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this RFP. For each Reference provided the Offeror must complete and submit Exhibit I.V, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the Program manager and each key staff person proposed for this Program had in the referenced services.

X F. **Financial Statements:** The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that

provides any of the Program Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the procurement evaluation team to review the financial statements. **Note:** If financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor/Affiliate must provide the following as part of its Administrative Section a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "*The (Offeror/Key Subcontractor/Affiliate's name) is currently and has been for "x" number of years a client in good standing;*"
2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Program Services, which are the subject matter of this RFP, and the parties (i.e., DCS and the Offeror or the Offeror and Key Subcontractor of Affiliate) contractual obligations should the Offeror be awarded the resultant contract.

X G. Vendor Responsibility Questionnaire: The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.

1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror or Key Subcontractor, if any, has any employees in NYS, a confirmation of NYC's Worker's Compensation and NYS Disability coverage must be submitted for each.

4. REQUIRED CONTENT OF THE TECHNICAL PROPOSAL: The Technical Proposal shall be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it shall contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

Technical Proposal Submission Requirements

X A. Program Administration

- X 1. Executive Summary
- X 2. General Qualifications

X **B. Program Services**

- X 1. Account Team & Exhibit I.B
- X 2. Implementation Plan
- X 3. Reviewing Physician Network
- X 4. Program Communications
- X 5. Maintenance of Confidential Employee Records
- X 6. Reporting
- X 7. Transition and Termination of Contract

5. **REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal shall demonstrate that it will execute the duties and responsibilities set forth in Section V of this RFP and it shall contain the following information, in accordance with the submissions associated requirements below:

X A. Exhibit IV Dispute Resolution Program Cost

6. **REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per RFP, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

- X A. Exhibit I.C Freedom of Information Law – Request for Redaction Chart
- X B. Separately bound hardcopy of the Administrative Proposal, Technical Proposal, and Cost Proposal with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.
- X C. Electronic copy (on CD in Adobe Acrobat Professional software, version 8 or higher) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three PDF files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal).

ATTACHMENT 4

Exhibit I.D

MacBride Statement and Non-Collusive Bidding Certification

Exhibit I.D – MacBride and Non-Collusive Bidding Certification

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes _____ or No X _____

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes _____ or No _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date: 8/8/2016

[Redacted Signature]

Signature

PRINT:

SIGNATORY'S NAME Meredith Merlini TITLE Vice President

INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
 } SS.:
COUNTY OF BUCKS }

On the 8TH day of August in the year 2016, before me personally appeared:

Meredith Merlini, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 730 Moredon Road, Town of Meadowbrook, County of Montgomery, State of Pennsylvania; and further that, if applicable:

[Check One, If Applicable]

(If a corporation): he is the **Vice President** of **National Medical Reviews, Inc.**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

[Redacted Notary Signature]

Notary Public


COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLAUDIA ANN KNOTT, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires March 2, 2019

ATTACHMENT 5

Exhibit I.G

EEO Staffing Plan (Form EEO-100)

Exhibit I.G

 <p>Department of Civil Service ALBANY, NEW YORK 12239</p>	<p>EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN</p> <p>OFFICE OF FINANCIAL ADMINISTRATION EEO-100 (1/2016)</p>
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Page 1 of 2

<p>Solicitation No.: NYS Dept of Civil Service RFP #DRP-2016-1 "Dispute Resolution Program"</p>	<p>Reporting Entity:</p> <p><input type="checkbox"/> XX Contractor</p> <p><input type="checkbox"/> Subcontractor</p>	<p>Report includes:</p> <p><input type="checkbox"/> Contractor's work force to be utilized on this contract</p> <p><input type="checkbox"/> X X Contractor's total work force</p> <p><input type="checkbox"/> Subcontractor's work force to be utilized on this contract</p> <p><input type="checkbox"/> Subcontractor's total work force</p>
<p>Contractor/Subcontractor's Name: National Medical Reviews, Inc.</p>		
<p>Contractor/Subcontractor's Address: 260 Knowles Road, Suite 330, Southampton, PA 18966 FEIN: 23-3073196</p>		

For the total number of employees in each classification in each of the EEO-Job Categories identified.

Job Categories	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Disabled Individual (M) (F)		Veteran (M) (F)		
Executive/Senior level Officials & Managers	2	2		2														
First/Mid level officials & Managers	3	1	2	1	2													
Professionals	4		4		4													
Technicians																		
Sales Workers																		
Administrative Support Workers	7		7		6				1									
Craft Workers																		
Operatives																		
Laborers and Helpers																		
Service Workers																		
Totals	16	3	13	3	12				1									

<p>PREPARED BY (Signature):</p>	<p>TELEPHONE NO.: (215) 352-7800</p> <p>EMAIL ADDRESS: mmerlini@nmrusa.com</p>	<p>DATE: 8/8/2016</p>
<p>NAME AND TITLE OF PREPARER (Print or Type): Meredith Merlini, Vice President</p>		

General Instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of the Department.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor).
2. Check off the appropriate box to indicate if the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin): A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

DISABLED INDIVIDUAL - any person who:

- has a physical or mental impairment that substantially limits one or more major life activity
- has a record of such an impairment; or
- is regarded as having such an impairment.

VIETNAM ERA VETERAN: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

ATTACHMENT 6

Exhibit I.K

Offeror's Affirmation of Understanding and Agreement

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Part 1 of this Exhibit I.K, as contained on the following page, should be completed by the Offeror and emailed, faxed and/or mailed to the Dispute Resolution Procurement Manager as set forth in RFP, Section II.A.2.b.

Part 2 of this Exhibit I.K should, prior to initiating any contact with the Department, be completed for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement and submit it to the Dispute Resolution Manager specified in this RFP, Section II.A.2.b.

Part 1

Offeror's Affirmation of Understanding and Agreement

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). The Department's employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding.

Further information about these requirements can be found at:

<http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.


Offeror Affirmation and Agreement	
The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the Department's procedures regarding permissible contacts as required thereby.	
Name of Offeror:	National Medical Reviews, Inc
By:	
	(Signature)
Name:	Meredith Merlini
Title:	Vice President
Address:	260 Knowles Road, Suite 330
	Southampton, PA 18966
Date:	7/13/2016

Exhibit I.K – Offeror's Affirmation of Understanding and Agreement

Part 2

Offeror Designated Contact	
First Name	Nicole
Last Name	Borror
Company Name	National Medical Reviews, Inc.
Company Address:	
Street Address	260 Knowles Road, Suite 330
City	Southampton
State	Pennsylvania
Zip	18966
Individual's Business Telephone # (xxx) xxx-xxxx	(215) 352-7800 ext 120
Principal Place of Business (1)	Southampton, PA
Individual's Occupation	Director of Account Management & Client Development

(1) Enter the location of the individual's Principal Place of Business (e.g. Albany, NY)

Complete the table above for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement, prior to the individual initiating any contact with the Department, and submit it to the Dispute Resolution Procurement Manager specified in Section II.A.2.b. of this RFP.

ATTACHMENT 7

Exhibit I.M

Compliance with Public Officer's Law Requirements

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.M - Compliance with Public Officers Law Requirements



State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Compliance with Public Officers Law Requirements

ADM-992 (1/07)


The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: National Medical Reviews, Inc.

Name & Title of Representative: Meredith Merlini, Vice President

Signature: 

Date: 8/8/2016

ATTACHMENT 8

Exhibit I.N

Compliance with Americans with Disabilities Act

Exhibit I.N - Compliance with Americans with Disabilities Act



State of New York
Department of Civil Service
Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: National Medical Reviews, Inc.

Name & Title of Representative: Meredith Merlini, Vice President

Signature: _____

Date: 8/8/2016

ATTACHMENT 9

Exhibit I.O

MWBE UTILIZATION PLAN

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.O

	State of New York Department of Civil Service Albany, NY 12239	MWBE UTILIZATION PLAN OFFICE OF FINANCIAL ADMINISTRATION MWBE-100 (9/2011)
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INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

Offeror Name: National Medical Reviews, Inc.		Federal Identification No.: 23-3073196		
Address: 260 Knowles Rd., Ste 330		Solicitation No.: DRP-2016-1		
City, State, Zip Code: Southampton, PA 18966		M/WBE Goals for the Solicitation: MBE: % WBE: %		
1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary.)	5. Dollar Value of Subcontracts/Supplies
A.	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
R	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. WAIVER REQUESTED: MBE: YES NO / IF YES, submit form MWBE101 / WBE: YES NO IF YES, submit form MWBE101

PREPARED BY (Signature): [REDACTED]	TELEPHONE NO.: (215) 352-7800 x120	EMAIL ADDRESS: mmerlini@nmrusa.com
NAME AND TITLE OF PREPARER (Print or Type): Meredith Merlini, Vice President		
DATE: Offeror's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FUNDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

*****FOR DEPARTMENT USE ONLY*****

REVIEWED BY:	DATE:
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: ____	
MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver	
NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Date: ____	

ATTACHMENT 10

Exhibit I.P

Offeror's Certification of Compliance Pursuant to State Finance Law §139-k

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.P – Offeror's Certification of Compliance Pursuant to State Finance Law

Offeror's Certification of Compliance Pursuant to State Finance Law §139-k(5)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of Offeror: National Medical Reviews, Inc.

By: 
(Signature)

Name: Meredith Merlini

Title: Vice President

Address: 260 Knowles Road, Suite 330
Southampton, PA 18966

Date: 8/8/2016

ATTACHMENT 11

Exhibit I.Q

M/WBE and EEO Policy Statement

Exhibit I.Q – M/WBE and EEO Policy Statement**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT****M/WBE AND EEO POLICY STATEMENT****Meredith Merlini**

National Medical Reviews, Inc.

I, _____, the (awardee/contractor) _____
agree to adopt the following policies with respect to the project being developed or services
rendered at the New York State Department of Civil Service.

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (4) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (5) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic

Exhibit I.Q – M/WBE and EEO Policy Statement

RFP #DRP-2016-1
National Medical Reviews, Inc.
Administrative Proposal
Attachment 11 – M/WBE and EEO Policy Statement
Date: 8/8/2016

Page: 35

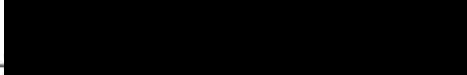
characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Exhibit I.Q – M/WBE and EEO Policy Statement

RFP #DRP-2016-1
National Medical Reviews, Inc.
Administrative Proposal
Attachment 11 – M/WBE and EEO Policy Statement
Date: 8/8/2016

Agreed to this 8th day of August, 2016

By 

Page: 36

Print: Meredith Merlini Title: Vice President

Meredith Merlini is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)
responsible for administering the Minority and Women-Owned Business Enterprises- Equal
Employment Opportunity (M/WBE-EEO) program.

(1) Ensure that plans, specifications, request for proposals and other documents used to
secure bids will be made available in sufficient time for review by prospective M/WBEs.

M/WBE Contract Goals

0% Minority and Women’s Business Enterprise Participation

% Minority Business Enterprise Participation

% Women’s Business Enterprise Participation

EEO Contract Goals

% Minority Labor Force Participation

% Female Labor Force Participation



(Authorized Representative)

Title: Vice President

Date: 8/8/2016

ATTACHMENT 12

Exhibit I.S

Formal Offer Letter

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Date: August 8, 2016

Mr. Seth Johnson
Procurement Manager
Employee Benefits Division – Room 1106 NYS
Department of Civil Service
Albany, NY 12239

**RE: Request for Proposals #DRP-2016-1 entitled:
“Dispute Resolution Program,”
Firm Offer to the State of New York**

National Medical Reviews, Inc. hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals #DRP-2016-1, entitled “**Dispute Resolution Program,**” (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

National Medical Reviews, Inc accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

National Medical Reviews, Inc agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C, C-1, D, D-1, and D-2 to the draft contract.

National Medical Reviews, Inc further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.7 of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **National Medical Reviews, Inc** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

National Medical Reviews, Inc's complete offer is set forth as follows:

Administrative Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Technical Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Cost Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

ATTACHMENT 13

Exhibit I.T

Offeror Attestation Form

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.T - Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

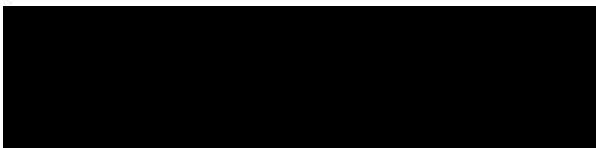
Name of Business Entity Submitting Bid:		National Medical Reviews, Inc.
Entity's Legal Form:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
No.	RFP Ref.	RFP Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses does not possess the legal capacity to enter into a contract with the Department.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest its principal place of business is not located in a state that penalizes New York State vendors and that, if selected goods or services provided under the Agreement will not be substantially produced or performed in such a state.
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it has obtained Full Accreditation by the Utilization Review Accreditation Commission (URAC) in the area of Independent Review Organization.

Exhibit I.T - Offeror Attestations Form

5.	Section III.B.5	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it will maintain and make available as required by the State, a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to the terms and conditions of this RFP, Appendices A and B, and including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to Plan participants and to ensure that public dollars are spent appropriately.
6.	Section III.B.6	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests does not attest it understands it must distribute Program communication materials in both paper and/or electronic format.

Exhibit I.T - Offeror Attestations Form

Date: 8/8/2016



Signature

Meredith Merlini
Vice President
National Medical Reviews, Inc.

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF PENNSYLVANIA } :

SS.:

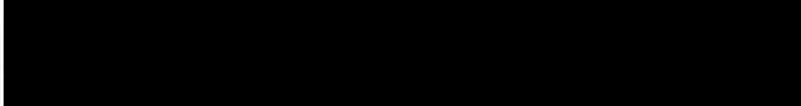
COUNTY OF BUCKS } :

On the **8th** day of **August** in the year **2016**, before me personally appeared:
Meredith Merlini, known to me to be the person who executed the foregoing instrument, who,
being duly sworn by me did depose and say that he resides at
730 Moredon Road, Town of Meadowbrook, County of Montgomery, State of Pennsylvania; and
further that:

[Check One]

(If a corporation): he is the **Vice President of National Medical Reviews, Inc.**,
the corporation described in said instrument; that, by authority of the Board of Directors of said
corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, he executed the foregoing
instrument in the name of and on behalf of said corporation as the act and deed of said
corporation.

(If a partnership): he is the _____ of
_____, the partnership described in said instrument; that,
by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf
of the partnership for the purposes set forth therein; and that, pursuant to that authority, he
executed the foregoing instrument in the name and on behalf of said partnership as _____ the act
and deed of said partnership.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CLAUDIA ANN KNOTT, Notary Public
Upper Southampton Twp., Bucks County
My Commission Expires March 2, 2019

ATTACHMENT 14

Exhibit I.U.1

Key Subcontractors or Affiliates

Exhibit I.U.1 - Key Subcontractors or Affiliates

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under this RFP, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate	
Offeror's Name:	National Medical Reviews, Inc.
<p>The Offeror:</p> <p style="padding-left: 40px;">is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> is not</p> <p style="padding-left: 40px;">proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services</p> <p style="padding-left: 40px;">is</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> is not</p> <p style="padding-left: 40px;">proposing to utilize the services of a subcontractor(s) to provide Program Services totaling \$100,000 or more during the term of the 5 year agreement</p>	
Subcontractor's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<p>As of the date of the Offeror's Proposal, a subcontract</p> <p style="padding-left: 40px;">has</p> <p style="padding-left: 40px;"><input checked="" type="checkbox"/> has not</p> <p style="padding-left: 40px;">been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Dispute Resolution Program Services.</p>	
<p>In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.</p>	
<p>Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements: (Complete items 1 through 5 for each client engagement identified)</p>	
1. Client:	
2. Client Reference Name and Phone #	
3. Program Title:	
4. Program Start Date:	
5. In the space provided below, Program Status:	
<p>6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:</p>	

ATTACHMENT 15

Exhibit I.U.2

NEW YORK SUBCONTRACTORS AND SUPPLIERS

ATTACHMENT 16

Exhibit I.V

Program References

Exhibit I.V - Program References

Reference #: 1

Current or Former Customer?: Current


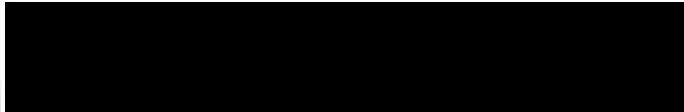
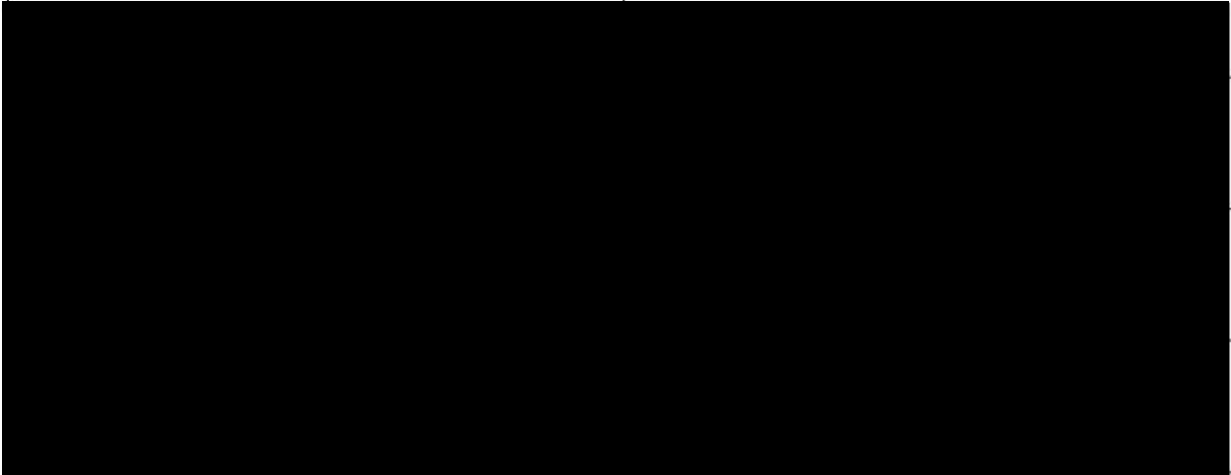
Abstract	
Customer For Whom Services Were Performed: 	
Customer Address: 	
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.)	
Program Contact References: (Required and Will be Verified) (Attach 2 Current and 1 Former Client Reference)	
Contact Name:	Contact Title:
	

Exhibit I.V - Program References

Reference #: 1

Current or Former Customer?: Current

Program Description:

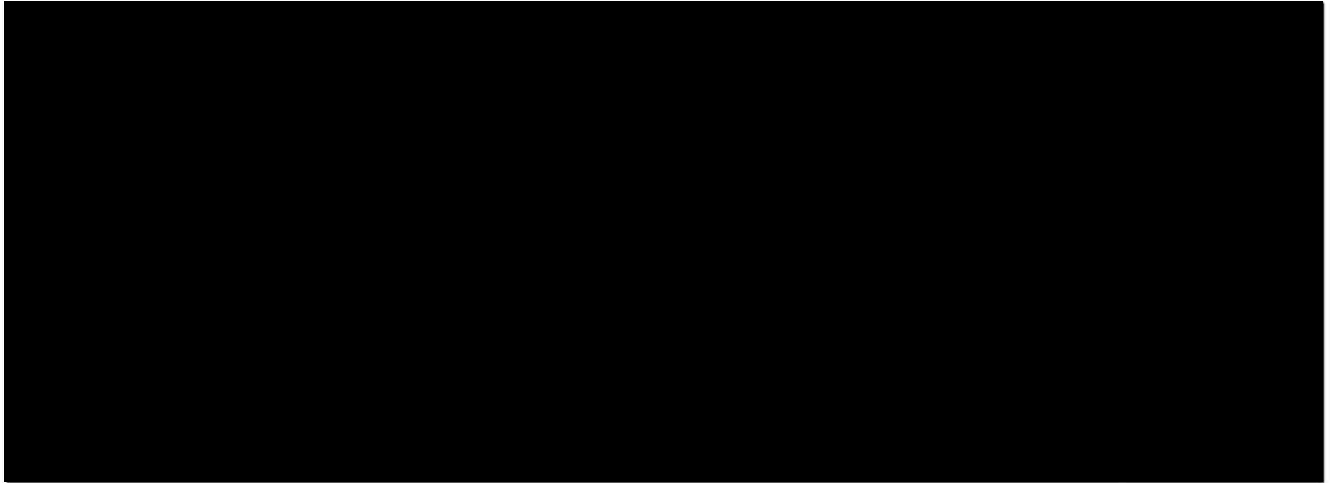


Exhibit I.V - Program References

Reference #: 2

Current or Former Customer?: Current



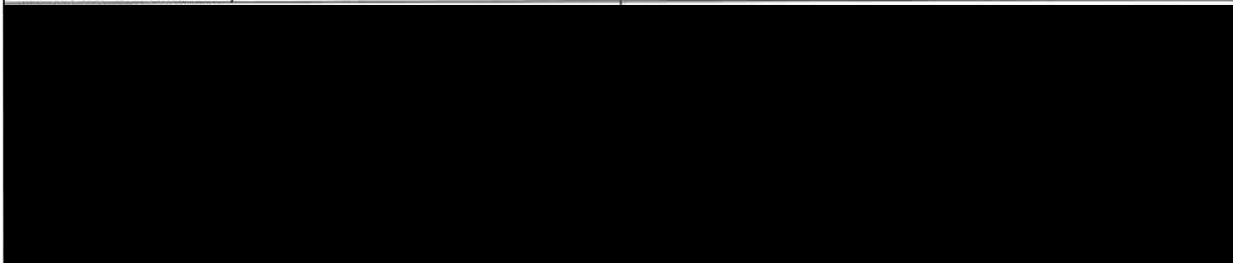
Abstract
Customer For Whom Services Were Performed: 
Customer Address: 
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.)
Program Contact References: (Required and Will be Verified) (Attach 2 Current and 1 Former Client Reference) 

Exhibit I.V - Program References

Reference #: 2

Current or Former Customer?: Current

Program Description:

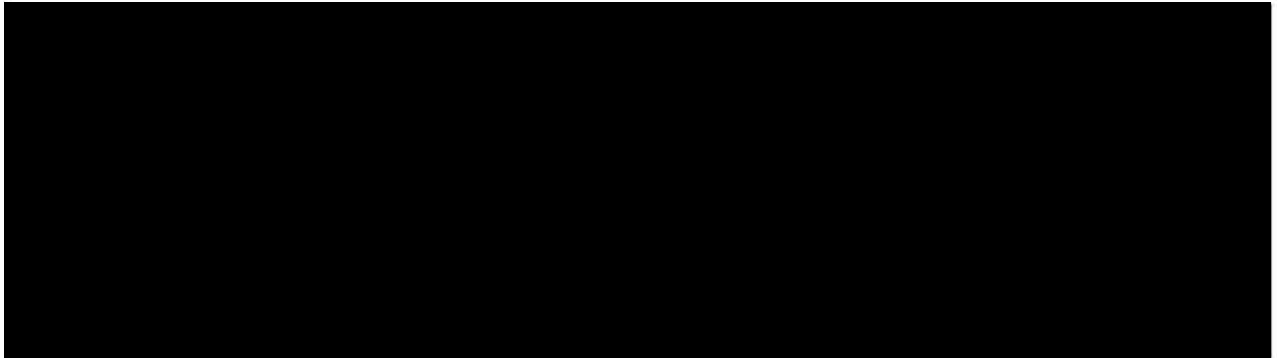


Exhibit I.V - Program References

Reference #: 3

Current or Former Customer?: Former



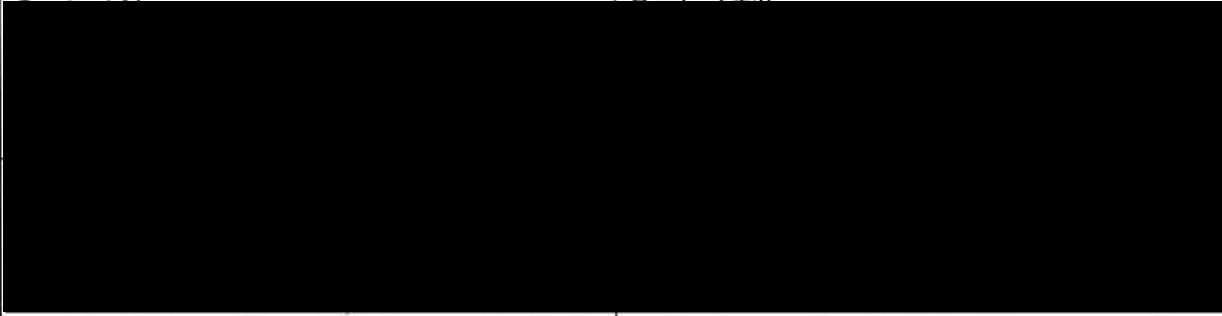
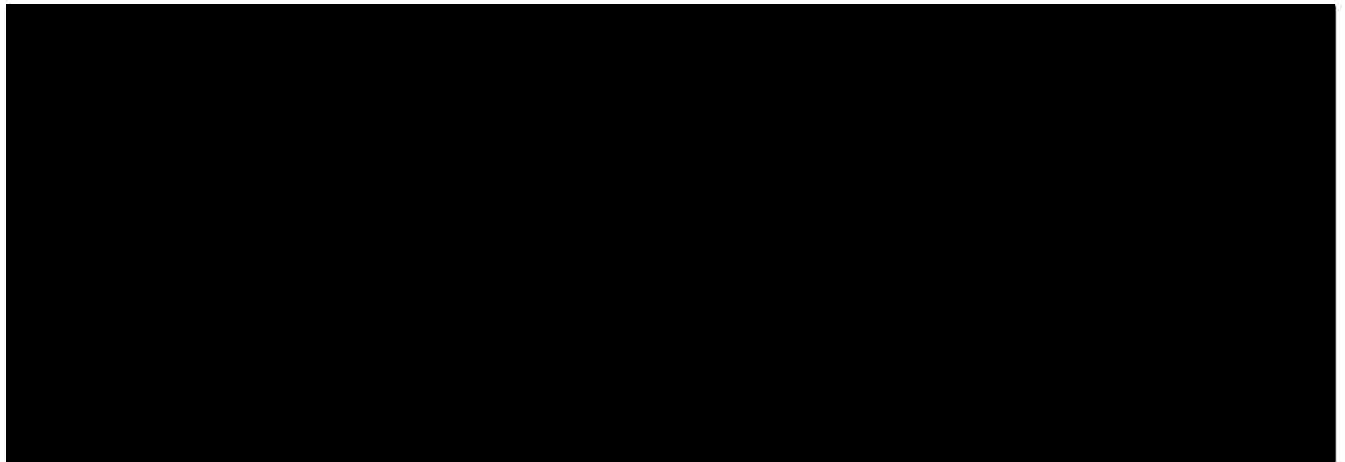
Abstract
Customer For Whom Services Were Performed: 
Customer Address: 
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.)
Program Contact References: (Required and Will be Verified) (Attach 2 Current and 1 Former Client Reference) 

Exhibit I.V - Program References

Reference #: 3

Current or Former Customer?: Former

Program Description:



ATTACHMENT 17

Exhibit I.W

Compliance with NYS Workers' Compensation Law

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com

Exhibit I.W - Compliance with NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS, the selected Offeror will be required to verify for DCS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS requests the Offeror submit this insurance verification information with their Proposals. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website <http://www.wcb.ny.gov>. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan. To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:
 - A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage⁽¹⁾; **OR**
 - B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
 - C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage⁽¹⁾; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

⁽¹⁾ Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, www.wcb.state.ny.us, under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.

Exemption Certificate Search

If you find a business has a Certificate of Attestation of Exemption and you know they are operating with employees, please submit an **Employer Whistleblower Form** to the Workers' Compensation Board. This form can be **submitted online** (<http://www.wcb.ny.gov/icpocing/icpocreferral.jsp>), (note: this will open up a new browser window), or by mailing the **paper version** (<http://www.wcb.ny.gov/content/ebiz/icempcovsearch/CE150RF.pdf>), (note: this will open up a new browser window), or by calling (866) 571-6729.

Search Results

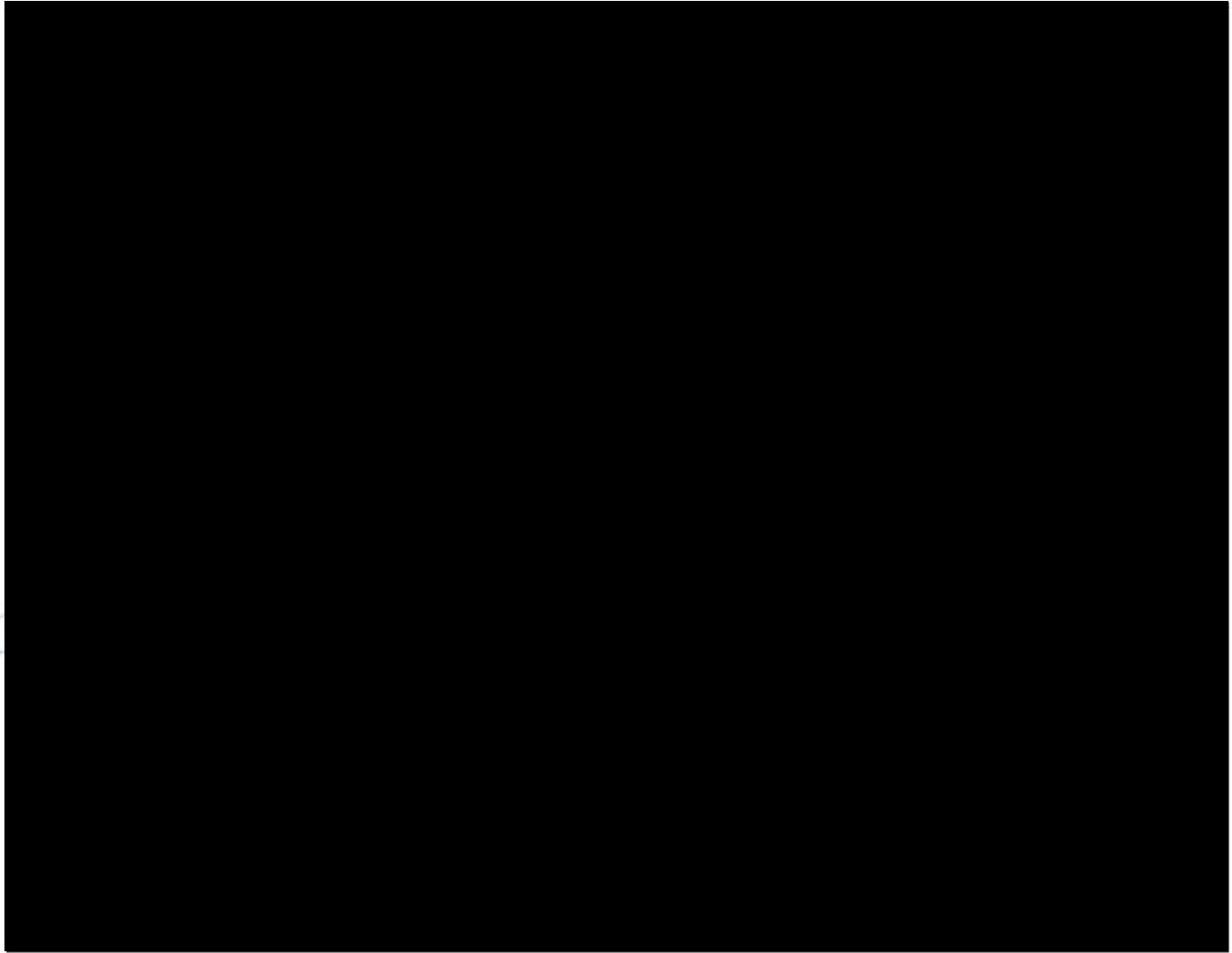
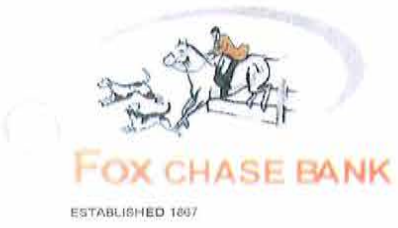
[New Search \(/icexempt/wavsearch.jsp?req=new\)](#)

[Back to Search Criteria \(/icexempt/wavsearch.jsp?req=revised\)](#)

Exemption Certificate Number	Business Name / Location	DBA Name	Permit Type	Issuing Agency	Certificate Date
2011-050636	NATIONAL MEDICAL REVIEWS, INC. TREVOSÉ, PA		Contract with Government Agency	NEW YORK STATE, DEPARTMENT OF CIVIL SERVICE	09/19/2011

ATTACHMENT 18

Financial Statements



ATTACHMENT 19

Vendor Response Questionnaire

National Medical Reviews, Inc.

260 Knowles Road, Suite 330 Southampton, PA 18966
(800) 283-8196 / (215) 352-7800 / FAX (215) 352-7801
www.NMRusa.com / MedReviews@NMRusa.com



Homes and Community Renewal

VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name</u> National Medical Reviews, Inc.		<u>EIN</u> [REDACTED]	
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) 260 Knowles Road, Suite 330 Southampton, PA 18966		<u>Telephone</u> 215.352.7800 ext.	<u>Fax</u> 215.352.7801
<u>Email</u> medreviews@nrmusa.com		<u>Website</u> www.nationalmedicalreviews.com	
<u>Additional Legal Business Entity Identities</u> : If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>Status</u>
1.0 <u>Legal Business Entity Type</u> – Check appropriate box and provide additional information:			
<input checked="" type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		<u>Date of Incorporation</u> 01/01/2001	
<input type="checkbox"/> <u>Limited Liability Company</u> (LLC or <u>PLLC</u>)		<u>Date of Organization</u>	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		<u>Date of Registration or Establishment</u>	
<input type="checkbox"/> <u>Sole Proprietor</u>		<u>How many years in business?</u>	
<input type="checkbox"/> <u>Other</u>		<u>Date Established</u>	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input checked="" type="checkbox"/> <u>United States</u> State <u>Pennsylvania</u>			
<input type="checkbox"/> <u>Other</u> Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

I. LEGAL BUSINESS ENTITY INFORMATION

If "Yes," Enter DUNS Number 137840695

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)

Yes No N/A checkboxes

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

Yes No checkboxes

- If "Yes," check all that apply: New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB), Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Table with 3 columns: Name, Title, Percentage Ownership. Row 1: Alan D. Horwitz, President/CEO, 100%



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. For each person, include name and title. Attach additional pages if necessary.

Table with 2 columns: Name, Title



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 Sanctioned relative to any business or professional permit and/or license?
3.1 Suspended, debarred, or disqualified from any government contracting process?
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
a) Any business-related activity; or
b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?
For each "Yes" or "Other" explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?
4.1 Been subject to a denial or revocation of a government prequalification?
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?
For each "Yes," explain:



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

Table with 2 columns: Question (5.0, 5.1, 5.2) and Answer options (Yes/No checkboxes)

For each "Yes," explain:

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

Table with 2 columns: Question (6.0, 6.1) and Answer options (Yes/No checkboxes)

For each "Yes," explain:

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

Table with 2 columns: Question (7.0-7.5) and Answer options (Yes/No checkboxes)

For each "Yes," explain:



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract? [] Yes [x] No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000? [] Yes [x] No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity which remain undischarged? [] Yes [x] No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? [] Yes [x] No

If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws? [] Yes [x] No

If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns? [] Yes [x] No

If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed? [] Yes [x] No

a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance? [] Yes [] No

If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of "associated entity" for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities?
Note: All questions in this section must be answered if the Reporting Entity is either:
- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).
If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
a) Any business-related activity; or
b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.
9.3 Within the past five (5) years, has any Associated Entity:
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.



VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

X. FREEDOM OF INFORMATION LAW (FOIL)

<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).</p> <p>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," indicate the question number(s) and explain the basis for the claim.</p>	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

<p>Name Meredith Merlini</p>	<p>Telephone 215.352.7800 ext. 121</p>	<p>Fax 215.352.7801</p>
<p>Title Vice President</p>	<p>Email mmerlini@nmrusa.com</p>	



Homes and Community Renewal

VENDOR RESPONSIBILITY QUESTIONNAIRE - FOR-PROFIT BUSINESS ENTITY

New York State Housing Finance Agency. New York State Affordable Housing Corporation. State of New York Mortgage Agency. State of New York Municipal Bond Bank Agency. Tobacco Settlement Financing Corporation. Housing Trust Fund Corporation (collectively, "Agencies")

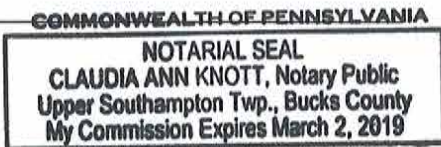
Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting the Agencies in making responsibility determinations regarding award or approval of a contract or subcontract and that the Agencies will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the Agencies, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that the Agencies will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the Agencies prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____
 Printed Name of Signatory Meredith Merlini
 Title Vice President
 Name of Business National Medical Reviews, Inc.
 Address 260 Knowles Road, Suite 330
 City, State, Zip Southampton, PA 18966



Sworn to before me this 10th day of August, 2016;

Notary Public

ATTACHMENT 20

Certificate of Good Standing

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

08/09/2016

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

NATIONAL MEDICAL REVIEWS, INC.

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

[Redacted signature]

Secretary of the Commonwealth

Certification Number: TSC160809131042-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify.aspx>



New York State Department of Civil Service Request for Proposals #DRP-2016-1

"DISPUTE RESOLUTON PROGRAM"

TECHNICAL PROPOSAL

Submitted by

National Medical Reviews, Inc.

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Due Date	August 11, 2016 at 3:00 pm
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TECHNICAL PROPOSAL

A. Program Administration

1. Executive Summary

National Medical Reviews, Inc. (NMR) is an independent, privately held for-profit corporation located in Southampton, Pennsylvania that has been incorporated in the Commonwealth of Pennsylvania since 01/01/2001. NMR has been conducting health care peer reviews and related services since 1996 and currently performs more than 6,000 reviews a year. Contact information for the senior staff member that will be responsible for this account is:

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NMR's organizational mission is to provide healthcare transparency between the payor and the consumer by delivering high quality, evidence-based, independent specialty matched medical review services that are cost effective, expedient and objective. NMR is committed to the integrity of the review process and believes that quality service goes beyond the process to include the people who deliver review services. To this end, NMR employs medical professionals and Nurse Review Coordinators to work one-on-one with our clients.

NMR has been URAC accredited as an Independent Review Organization since 2003. NMR presently holds a Certificate of Full Accreditation under URAC for compliance with Independent Review Organization: Comprehensive Review (Internal & External) Accreditation Program, pursuant to the Independent Review Organization: Comprehensive Review (Internal & External) Version 5.0 effective October 1, 2015 through October 1, 2017.

See ATTACHMENT 1: NMR URAC Independent Review Organization Certificate

The core business of NMR is providing independent medical reviews for all types of benefit disputes and quality of care issues. NMR provides expedient, unbiased, and expert opinions in a full range of utilization review services for both medical/surgical and behavioral health coverage addressing adverse determinations at the first, second and third level of review. These reviews include medical necessity, experimental / investigational, administrative and quality of care issues. NMR's services also include specialty type reviews including disability determinations, long term care benefit triggers, transplantation, Medicare exceptions (Part D), Medicare reconsiderations and redeterminations, criteria analysis / quality review, pre-existing conditions, rescission of coverage and other administrative contract issues.

As the current Independent Review Organization handling the New York State Department of Civil Service (NYS DCS) Dispute Resolution Program, NMR understands that the NYS DCS Dispute Resolution Program (DRP) is a process agreed to by NY State and several unions representing certain state employees to obtain an independent third party review where there is a conflict between the Treating Provider and the Evaluating Physicians' determination regarding an injured employee's degree of disability. The services that NMR will provide is to review conflicting medical opinions regarding an employee's degree of disability and provide a determination in support of either the Treating Provider or the Evaluating Physicians. The Dispute Resolution process is initiated by the Treating Physician by submitting an Appeal Request Form and other necessary documentation to NMR within the required timeframe. Upon receipt of the Appeal Request Form, NMR must immediately request supporting documentation from NYS DCS. Once NMR receives the required medical documentation from the Treating Provider and the Evaluating Physician, the Appeal is considered valid and the DRP review period starts. NMR notifies the employing agency, the Treating Provider, the Evaluating Physician, the employee, the appropriate Union and the Fund, if applicable, of receipt of a valid appeal and identifies the date and time of receipt. NMR must complete the review within seven (7) calendar days.

NMR has extensive experience in providing medical claim review services. Currently, NMR provides advisory determinations (i.e., Level I and Level II internal reviews) to major health and workers' compensation utilization management review clients nationwide, including insurance carriers, managed care organizations, state auto liability programs, TPAs, and ERISA programs. NMR also performs binding independent reviews (also referred to as "Level III" and/or "external" reviews) in 26 states and for self-funded (ERISA) plans, multi-employer plans (Taft-Hartley), Third Party Administrators, Utilization Management entities and other insurance plans under the Federal External Review Process mandated by the Department of Labor under the Patient Protection and Affordable Care Act. NMR holds the following state certifications/contracts:

State / Entity	Department	Certification	Certified/ Contracted Since
AR	Insurance Department	Independent Review Organization	08/24/2010
AZ	Department of Insurance	Independent Review Organization	09/16/2011
CO	Department of Regulatory Affairs	Independent External Review Entity	07/20/2000
CT	Department of Insurance	External Appeal Entity (through RFP)	12/08/2009
GA	Department of Community Health	Independent Review Organization	02/01/2007
ID	Department of Insurance	Independent Review Organization	02/08/2010
IL	Insurance Department	Independent Review Organization	08/31/2010
IN	Department of Insurance	Independent Review Organization	06/01/2000
KY	Office of Insurance	Independent Review Entity	06/01/2007
ME	Bureau of Insurance	Independent Review Organization	06/11/2014
MT	Office of the State Auditor, Commissioner of Securities and Insurance	Independent Review Organization	01/01/2016
NC	Department of Insurance	Independent Review Organization	07/01/2005
NE	Department of Insurance	Independent Review Organization	01/31/2014
NV	Division of Insurance	External Review Organization	05/17/2011
OH	Department of Insurance	Independent Review Organization*	05/01/2000
OK	Department of Insurance	Private Review Agent	04/29/1999
PA	Department of Health	Certified Utilization Review Entity as UR Agent for MCOs	04/26/1999
PA	Department of Health	Certified Utilization Review Entity for Independent External Reviews	04/26/1999
PA	Department of Insurance	Independent Review Organization – Long Term Care	04/06/2011
SC	Department of Insurance	Independent Review Organization	04/01/2002
SC	Department of Insurance	Private Review Agent	04/05/2005
SD	Division of Insurance	Independent Review Organization	09/28/2010
SD	Division of Insurance	Independent Review Organization – Long Term Care	09/28/2010
TN	Division of Insurance	External Review Organization	06/03/2011
UT	Insurance Department	Independent Review Organization	09/21/2011
VA	Bureau of Insurance	Independent Review Organization	07/29/2011
VT	Department of Health	Independent Review Organization	08/23/2011

	Care Administration		
WA	Department of Health	Independent Review Organization	01/11/2005
WI	Department of Insurance	Independent Review Organization	07/20/2009
WY	Department of Health	Independent Review Organization	07/16/2010

* d/b/a as Ohio Independent Review Organization

06/01/2016

NMR prides itself on having a geographically diverse panel of Peer Reviewers that covers all specialties and subspecialties as recognized by both the American Board of Medical Specialties (ABMS) and the American Osteopathic Association Bureau of Osteopathic Specialists (AOABOS) for physician reviewers. In addition, NMR retains a comprehensive group of ancillary healthcare providers on its panel (i.e., DDS, DMD, DPM, DC, PhD, Psy.D, PT, DAPT, LAc, SLP, etc.). NMR's National Peer Review Panel is comprised of approximately 500 individual peer reviewers, many of whom have multiple board certifications (specialties/subspecialties) and state licensures, which increase our National Panel to almost 700 reviewer resources. The Reviewers certified for this contract are detailed in the Reviewing Physician Network Section of the proposal. Other than the independent Peer Reviewers that NMR contracts with, NMR does not delegate or subcontract to other vendors.

NMR is fully staffed and responds live to requests for service from 8:00am to 7:00pm Eastern Standard Time, to accommodate both the east coast and west coast. NMR's Chief Medical Director provides oversight for the review process and is accessible to clients on a twenty-four hour, seven days per week (24/7) basis.

NMR's Quality Management Program ensures that our clients receive high quality independent reviews in a timely manner. NMR implements a systematic approach for continuously monitoring and evaluating internal processes. This includes monitoring for quality in credentialing, medical management, and medical director activities. Audits of case files are conducted on a pre-determined schedule.

NMR does not currently subcontract any of the daily functions in the administration of the NYS DCS DRP account and does not have any plans to subcontract these services over the next contract term.

NMR offers peak performance beyond expectations with real responses in real time and with real people. We are your one sure reliable source.

2. General Qualifications

National Medical Reviews, Inc. (NMR) processes over [REDACTED]. The case volume for the Dispute Resolution Program (DRP) has averaged 92 reviews annually since being awarded the contract in October 2011. NMR has processed over 60 reviews for the calendar year 2016, which is trending above the previous year's averages. The overall workload for this Program has minimal impact on NMR's existing operation, as it represents less than two percent of annual reviews. In addition to the private sector, NMR has more than 20

years of experience working with federal and state agencies providing independent review services. As detailed below NMR does have the expertise necessary to continue to administer, manage, and oversee all aspects of the DRP during all phases of the contract.

NMR has a thorough working knowledge of the NYS DCS DRP. NMR understands the requirements of the DRP as outlined through the Collective Bargaining Agreements of Group 1 - the Medical Evaluation Program (MEP) and Group 2 - Modified Duty Policy (MDP). The MEP is a voluntary program that provides the Group 1 employees who are injured on the job with an expedited, independent physical examination to determine their degree of disability and prognosis for full recovery. The review by the Evaluating Physician is arranged by the New York State Insurance Fund. If the Evaluating Physician determines that the degree of disability is greater than 50%, the employee continues to receive workers compensation leave benefits at full pay. If the Evaluating Physician determines that the degree of disability is 50% or less, the Evaluating Physician also assesses the employee's estimated physical capabilities and expected return to work. The Fund reports the results of the Evaluating Physician's examination to the Treating Physician and the Employing Agency. The Employing Agency uses the Evaluating Physician's report (IME-4) and Estimated Physical Capabilities Form to assess the appropriateness of a Light Duty Assignment. An employee, who has been directed by the Employing Agency to report to a Light Duty Assignment as a result of the Evaluating Physician's report, may appeal through the DRP. The MDP outlines the policy for providing Group 2 employees with a Modified Duty Assignment as a result of an on-duty or off-duty injury or illness. An employee recovering from an off-duty injury or illness may request a Modified Duty Assignment by submitting documentation to the Staff Physician indicating that the Treating Physician has determined that the employee's degree of disability is 50% or less. The Treating Physician must also complete an Estimated Physical Capabilities Form. An employee recovering from an on-duty injury or illness may be required to work in a Modified Duty Assignment if the Evaluating Physician determines that the employee is 50% or less disabled. The review by the Evaluating Physician is arranged by the Fund and includes completion of an Estimated Physical Capabilities form. The Fund reports the results of the Evaluating Physician's examination to the Treating Physician and the Staff Physician. The Staff Physician uses the Treating Physician's Report and, if applicable, the Evaluating Physician's report (IME-4) and Estimated Physical Capabilities Form to assess the appropriateness of a Modified Duty Assignment. For both on and off-duty injuries and illnesses, the Staff Physician makes the final medical determination and the State Police Superintendent has the sole authority to make a Modified Duty Assignment. An employee who has been assigned or denied a Modified Duty Assignment as a result of a conflict between the degree of disability as determined by the Treating Physician and the Staff or Evaluating Physician may appeal through the DRP.

NMR has conducted the reviews for the NYS DCS DRP since awarded the contract in October 2011. NMR reviews the conflicting medical opinions regarding an employee's degree of disability and provides a determination in support of either the Treating Provider or the Evaluating Physician. Group 1 employees are eligible only for work-related Medical Documentation Reviews. They may use the Program only once during the administration of a work-related injury or illness. Group 2 employees are eligible for both work-related and non-work related Medical Documentation Reviews. They may use the Program multiple times for the

same injury/illness when they are: assigned to; terminated from; receive a modification of; or receive an extension of Modified Duty Assignment.

The DRP process is initiated by the Treating Physician by submitting an Appeal Request Form and other necessary documentation to NMR within the required timeframe. It is the Treating Physician's responsibility to submit, along with the Appeal Request Form, any and all medical documentation in order to substantiate the employee's degree of disability, including treatment plan, prognosis and estimated physical capability limitations. The employee is responsible for providing the Appeal Request Form to the Treating Physician, informing the Treating Physician of the Appeal process and requesting the Treating Physician to submit the Appeal to NMR. For the submission of the appeal to be considered timely, it must be submitted within the following timeframes: Group 1 employees: 3 business days from the day the Employing Agency notifies the Group 1 employee of the Light Duty Assignment. Group 2 employees: 10 calendar days from the day the Employing Agency notifies the Group 2 employee of the Modified Duty Assignment determination. Upon receipt of the Appeal Request Form, NMR will immediately request supporting documentation regarding the Evaluating Physician from the NY State Insurance Fund. For work-related injuries/illness, supporting documentation must include the Evaluating Physician's report (IME-4) and Estimated Physical Capabilities Form. Once NMR receives complete medical documentation from the Treating Provider and the Evaluating Physician, the Appeal is considered valid and the DRP review period starts. NMR will notify the Employing Agency, the Treating Provider, the Evaluating Physician, the employee, the appropriate Union and the Fund, if applicable, of receipt of a valid appeal and identify the date and time of receipt. NMR submits all information received to an appropriate peer reviewer. Each reviewer is authorized by the New York State Workers' Compensation Board (WCB) and in the appropriate specialty. NMR Reviewers utilize the New York Workers Compensation Treatment Guidelines as the primary medical guidelines for the NYS DCS DRP contract. As secondary resources, NMR Reviewers shall utilize the American College of Occupational and Environmental (ACOEM) treatment guidelines and the Official Disability (ODG) treatment guidelines to evaluate the degree of disability for injuries/illnesses. The NY guidelines are available to our Reviewers via the state's website. The determination will support either the Treating Provider or the Evaluating Physician. NMR completes the review within seven (7) calendar days. Determination is sent to the Employing Agency, the Treating Provider, the Evaluating Physician, the employee, the appropriate Union and the Fund.

The Clinical Review Coordinator and Review Coordinator Assistant dedicated to the NYS DCS DRP account are experts of the requirements of the NYS DCS DRP contract. They understand how the various groups/agencies relate to each other, as well as, thoroughly understand the differences between the requirements of the individual negotiating units' review process. The Clinical Review Coordinator also works on several other accounts in which the scope of work is Dispute Resolution. The Review Coordinator Assistant assigned to the NYS DCS DRP account has experience working with other state departments addressing workers compensation/disability claims and, while the requirements are not the same between these accounts, the processes and 'triage' of the files are similar in the level of detail and subject matter. The NMR team has a wonderful working relationship with the NYS DCS and enjoys reviewing the case files for this account. Over the years, NMR has built an internal team to manage the intricacies of the NYS DRP contract and has

developed expertise on the negotiating units governed through the contract. Appreciation and passion for what you do can sometimes be overlooked. This knowledge and passion allows NMR a competitive edge in the management of this contract.

NMR's Physician Reviewers have been assessing these reviews for several years and are familiar with the guidelines and requirements outlined by the NYS DCS DRP. All of the Reviewers are actively participating on the State of New York's WCB. Several of our Reviewers that meet the requirements set by NYS DCS have told us that they feel the work is very important and find it professionally gratifying to be working on these files.

NMR has successfully implemented 10 new clients in 2016. Over the past 7 months, these project timelines have varied significantly depending on the scope of proposed project. Consistent among all new clients, once NMR is awarded a contract, an implementation meeting is immediately scheduled to introduce the team members. During the initial meetings, roles and responsibilities are identified and an implementation calendar is finalized. NMR has met 100% of the implementation deadlines under their control and has assisted the client in adhering to their timeline as well.

NMR successfully implemented the NYS DCS DRP in the 4th Quarter of 2011 after signing the contract in October 2011. NMR would utilize the same implementation timeline as proposed in 2011 for the renewal implementation of the NYS DCS DRP for a February 1, 2017 effective date. The Implementation is scheduled to begin on November 1, 2016 and, as the in-force Independent Review Organization working with the NYS DCS DRP currently, NMR does not foresee any issues with adhering to this timeline. NMR expects the implementation process to be condensed since NMR will only be adjusting the current process to meet any changes in the requirements of the new contract.

NMR is fully staffed and can be accessible on a 24/7 basis. NMR encourages an open line of communication with its clients for suggestions on their part, as well as, our continued effort in striving to achieve optimal procedures and methods of conducting business, with open lines of communication.

The NMR Team has the expertise to model processes and to identify improvements to the overall program with use of our experienced staff who are Professionals in Healthcare Quality. Our Team applies a combination of a process diagramming technique and value stream mapping, all of which are grounded in time proven, academically defined industrial engineering practices, and analytical techniques to recommend improvements to the DRP process.

During our Quality Meetings, the NMR Management Team presents updates to actual completion of the DRP; schedule, critical dependencies, risks, issues, and staffing updates, as well as an assessment of overall program success. Our Team's assessment of overall program success is based on the program performance measures.

The Team prepares an agenda for each meeting and includes issues identified by the NYS DCS, as well as Team members throughout the previous period. The NMR team facilitates these meetings, leads discussion, and

ensures that issues are noted and action items are assigned and documented. Our NMR Management Team support staff schedules meetings; notifying and emailing all participants for inputs to the agenda, schedules conference rooms and sets up conference calls, and takes minutes; summarizing discussion, issues, and action items. We update the project calendar with events, presentations, meetings, reports due and other program activities. We also update contacts/distribution lists based on updates reported and decisions made during meetings. We follow up the status of action items with the assignee prior to the next meeting.

B. Program Services

NMR has successfully managed the NY DRP account since awarded the contract in 2011. NMR plans to continue with the current staffing model with several enhancements.

NMR provides a proven, proactive management approach with sound organization and leadership. Our approach employs industry best practices; our success is evidenced by our outstanding reputation and our on-time and within-budget performance. Our total quality management and risk mitigation management process aggressively applies a metrics-based program throughout the Management Team. The following sections introduce our team organization, key personnel and describe the methods and tools we will use to manage the complexity of the peer review program effectively.

NMR does not foresee any legislative, legal or operational issues in the future that will impact the costs or delivery of services.

NMR has dedicated staff that monitors all legislative and statutory requirements for the states in which NMR conducts business. NMR will notify the NYS DCS in writing of any legislative or statutory requirements they are unable to comply with immediately.

We have positioned key team members to work very closely together and in partnership with NYS DCS leadership. This will ensure complete coordination and integration of all DRP initiatives. The Program Manager will be Meredith Merlini, Vice President. The Review Coordinator, Carol Barrett, RN, CLNC, will clinically report directly to the Chief Medical Director, Dr. Michael Ziev and administratively report to the Vice President, Meredith Merlini. The team lead for contractual compliance and regulatory oversight is Helen Devlin, RN. The team lead for high level account oversight is Nicole Borrer, and she is supported by the Review Coordinator Assistant currently administering the NY DRP account, Claire Jablonski.

NMR's team has proven experience in managing projects, programs and independent medical record reviews. NMR has implemented numerous contracts that have resulted in efficient, high quality, medical records reviews and project outcomes. The project management staff comprises senior professionals with impressive leadership credentials. The staff members that handle the file reviews have direct, daily contact with the Clinical Nurse Review Coordinators, the Chief Medical Director, Quality and Project Management Staff. NMR holds weekly account meetings to discuss current cases and quarterly quality meetings to improve processes. However, Quality issues are required to be reported immediately to Management. NMR supports an open door policy and encourages open daily communication between all staff members.

NMR's team dedicated to the NYS DCS DRP account will ensure that timely responses are complied with by establishing a support staff to the Program Manager. The Program Manager will respond to all administrative

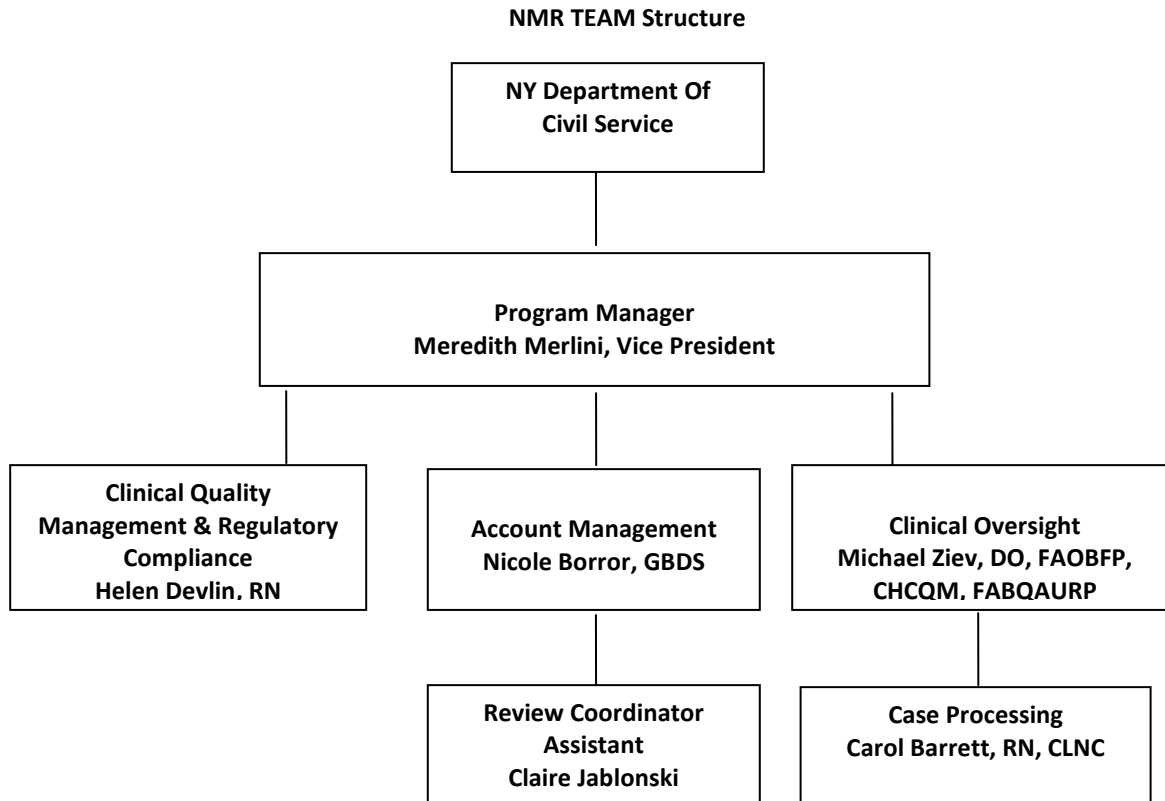
concerns within one business day and have the Director of Account Management and Client Development to support the process when any issues arise that would delay a response. NMR processes all correspondence through a Compliance e-mail system to verify all communication is properly tracked and responded to.

NMR will re-train the staff on all policies and procedures for the NYS DCS contract. All team members will continue to notify the Program Manager when any issues arise during a review of a file, to ensure the NYS DCS is notified immediately and within the identified timeframe. NMR has implemented several procedures to ensure the NYS DCS will be notified on an actual or anticipated event that would impact the cost or delivery of services. For example, our Credentialing Department re-certifies on a regular basis the credentials of all Physician Reviewers to verify that all updated paperwork is on file and all certifications are active and valid. An example of another protocol that is currently in place is the tracking process of the case files as they are received by NMR. Cases are logged and stamped immediately upon receipt. Cases are then 'triaged' and entered into the database. The NMR 'Stats' database assigns each case file a unique identifier to track the file throughout the review. A final example of a procedure currently in place, is the reminder process. The Review Coordinator Assistant automatically sends a reminder to the Physician Reviewer- at least 24 hours before the determination due date to ensure the case is returned within the compliance due date.

In addition to process safeguards, over the course of the current contract, NMR has experienced scenarios where no policies and procedures exist. In these situations, the Review Coordinator Assistant or the Review Coordinator who identified the unique situation contacts the NYS DCS after receiving approval from the Program Manager. For example, if one employee submits an appeal request with two (2) treating providers - but treating the employee for the same diagnosis - only one treating provider can be reviewed. NMR will have to verify with the employee which treating provider is being submitted for appeal. However, if one employee submits an appeal request with two (2) treating providers providing care for two (2) separate diagnoses then there are two separate appeal requests filed. These situations are not common; however, our knowledge on past experience in handling these unique cases best equips us to handle these appeal requests during the next contract period.

1. Account Team

The below diagram illustrates the key team members dedicated to the New York State Department of Civil Service Dispute Resolution Program. The account team is based in the Main Office located in Southampton, PA.



Vice President, Mr. Meredith Merlino: The VP will be the Program Manager for this Project and will manage all day-to-day program activities, including staffing and will provide administrative oversight to the contract. In addition, the VP will be responsible for performing fiscal review and budgeting and for designing and maintaining the various necessary proprietary databases. Current experience in project management includes 18 years negotiating, implementing and maintaining independent medical review contracts with private entities, federal and state agencies. In addition, he has 16 years experience as a project manager in providing customized system solutions. The VP has the ability to respond to all inquiries from the Department within one (1) Business day. The VP's involvement in the account is approximately five (5) percent of his time.

See ATTACHMENT 2: Biographical Sketch of Meredith Merlino

Director, Account Management & Client Development, Nicole Borrer, GBDS: This Director is responsible for high level account oversight and is available to attend to any needs, questions or concerns. This Director serves as Project support to the VP and assists in responding to all inquiries from the Department to ensure the compliance delay of one (1) Business Day is met. She has over 10 years in project management and client relationship management and will dedicate eight (8) percent of her time to this account. This Director will work with the Department to update all current forms, including the Appeal Request Form and develop additional communications as requested.

See ATTACHMENT 3: Biographical Sketch of Nicole Borrer, GBDS

Clinical Quality Management & Regulatory Compliance Review Coordinator, Helen Devlin, RN: This Clinical Review Coordinator is a licensed Registered Nurse who ensures NY Dispute Resolution Program compliance along with all applicable URAC accreditation standards, as well as federal and state statutes and regulations. This position will present any quality issues to the Project team and notify NMR's Chief Medical Director immediately. For this Clinical Review Coordinator -15% of this role is to review regulatory compliance and 25% of this role is dedicated to reporting.

See ATTACHMENT 4: Biographical Sketch of Helen Devlin, RN

Chief Medical Director, Michael Ziev, DO, FAOBFP, CHCQM, FABQAURP: The Chief Medical Director, with over 14 years experience in this role, oversees the work of the peer clinical reviewers, as well as the day-to-day activities of NMR's Nurse Review Coordinators. With respect to expert clinical reviews, the Chief Medical Director monitors the reviewer's decision to assure that the reviewer is providing evidence-based decisions. The Chief Medical Director provides clinical oversight to the Quality Management Program and NMR's in-house Credentialing Department, and will perform peer review services as needed. In regards to his job duties at NMR, The Chief Medical Director devotes 100% of this time to the support of the Clinical Review Coordinators and Review Coordinator Assistants to ensure quality in determinations.

See ATTACHMENT 5: Biographical Sketch of Dr. Michael Ziev, DO, FAOBFP, CHCQM, FABQAURP

Nurse Review Coordinator (RC), Carol Barrett, BS, RN, CLNC: The RC maintains an active dialog with the client, as well as, with the reviewer assigned to the case. The RC interacts with the Chief Medical Director, as needed, to complete case reviews. This RC dedicates five (5) percent of her time to this account.

See ATTACHMENT 6: Biographical Sketch of Carol Barrett, RN, BS, CLNC

Review Coordinator Assistant (RCA), Claire Jablonski: The RCA provides administrative support in processing the cases while also maintaining an active dialog with the client, as well as with the reviewer assigned to the case. The RCA interacts with the Nurse Review Coordinator and the Chief Medical Director, as needed, to complete case reviews. This RCA dedicates eight (8) percent of her time to this account.

See ATTACHMENT 7: Biographical Sketch of Claire Jablonski

2. Implementation

Upon renewal of the contract, NMR will initiate the Renewal Implementation Plan. The NMR Team will meet within five days of contract award to review the Contract, Scope of Work and Proposed Renewal Implementation Plan. At this time, deadlines and deliverables will be confirmed along with the scheduling of a Renewal Implementation Kickoff Meeting with NYS DCS no later than November 1, 2016.

While NMR is the current Independent Review Organization partnering with NYS DCS, the implementation will be approached as a new client on boarding process to thoroughly assess the scope of work and implement any changing in the current process.

Since NMR is currently administering the account, we anticipate a shorten Implementation timeline since there will not be a transition from another vendor. NMR will review all current communications, forms, and reporting structures to adhere to changes in the contract and to enhance the current process.

Implementation Kickoff Meeting Goals:

- Defining program scope and reviewing NMR's implementation plan
- Identifying the DRP stakeholders, their roles, authorities, and responsibilities
- Identifying frequency and how communications are conducted among the stakeholders
- Defining DRP activities and organizing them into a work breakdown structure

Key Implementation Goals:

- NMR's Credentialing Department will initiate a Reviewer Recruitment Task to continue to expand the reviewers qualified by the requirements of the NYS DCS DRP contract
- NMR's Implementation Team will commence enhancements to existing and development of new Forms and Specific Process Flow for DRP Services. NMR will collaborate with NYS DCS during the development process and seek approval from NYS DCS as needed
- Scheduled Weekly Implementation Update Meetings between NMR and NYS DCS to review implementation progress
- Activate approved process
- Re-train NMR staff on updated process
- Complete renewal implementation process and be fully operational with a target date of January 18 , 2017 but no later than the date specified in the contract of January 31, 2017

Performance Guarantee

The dollar amount that NMR will credit the Department, for each Calendar Day that all implementation and start-up requirements are not met beyond January 31, 2017 is [REDACTED]

See Attachment 8: NMR Proposed Implementation Timeline NYS DCS DRP

See Attachment 9: NMR Proposed Implementation Diagram

3. Reviewing Physician Network

See ATTACHMENT 10: NMR Dispute Resolution Program Network Count

Qualifications of Peer Reviewers

NMR performs all recruiting, credentialing, training, quality assurance, quality improvement, and re-credentialing of physicians and ancillary health care providers in-house. NMR credentials its Peer Reviewers consistent with URAC standards and any applicable state law. In order to be admitted to NMR's Peer Reviewer Panel, all potential candidates must:

1. Hold an unrestricted License in their state of practice.
2. Be actively practicing their profession as defined by their state licensure and have at least five (5) years of recent post-residency clinical experience in providing direct patient care.
3. Be board certified (physicians only) by the American Board of Medical Specialties (ABMS) or American Osteopathic Association Bureau of Osteopathic Specialists (AOABOS).
4. Maintain Professional Liability Insurance that meets their current state licensing board's minimum requirements.
5. Provide a copy of their current Curriculum Vitae that identifies the range of professional experiences and expertise in his/her field.
6. Sign a Consulting Services Agreement with NMR indicating that they will comply with timeliness requirements, confidentiality and any applicable state laws for any service they provide.
7. Agree to update and provide NMR with updated documentation for licensure, Board Certification, professional liability insurance, and any other change in legal status, which differs from their original application and/or affects their ability to perform medical reviews.
8. Sign a HIPAA compliant Confidentiality Agreement ("Second Tier Business Associate Agreement").

Furthermore, for the NY Dispute Resolution Process, each reviewer will be authorized by the New York State Workers' Compensation Board (NYS WCB).

Primary Source Verification: During the credentialing process, the following information is primary source verified: Board Certification through the ABMS or AOABOS and State Licensure through the respective state medical board. There is ongoing tracking and updating of expiration of licenses, board certifications and malpractice insurance.

OIG Exclusions Program: Any potential sanctions are identified through the Office of the Inspector General (OIG) and the Excluded Parties List System (EPLS) websites. The credentialing department conducts monthly searches of the OIG Exclusion Program for all contracted Peer Reviewers. If a Reviewer appears on this list, the information is reviewed by the Quality Management Committee and appropriate action is taken.

Re-credentialing: Reviewer re-credentialing occurs at least every three years in compliance with URAC standards. During the re-credentialing process, the Reviewer provides updated documents to NMR as applicable. State license(s) and board certifications are primary source verified.

NMR will not accept any Reviewer who is:

1. Currently sanctioned by any state or federal program. Reviewers must be currently eligible to receive payment under Medicare, Medicaid, and any Federal Employment Benefit Plan(s).
2. Convicted of a felony or a crime involving sexual misconduct or child abuse
3. Denied or lost hospital staff/admitting privileges

NMR assigns reviews to licensed review personnel who possess the appropriate training and qualifications for the area in which they will be conducting the review. NMR's Peer Clinical Reviewers are independent contractors. All external reviews will be assigned to a clinical reviewer who is:

- Board certified in the area/s appropriate to the subject under review
- NYS WC Board authorized
- A specialist in the field related to the condition that is under review
- Knowledgeable about the recommended health care service or treatment through recent or current actual clinical experience treating patients with the same or similar medical condition under review

See Attachment 11: Peer Reviewer Consulting Services Agreement

Reviewer Training and Auditing

All contracted NMR Peer Reviewers complete a formal training and orientation program, which includes receipt and review of a Training Manual, receipt and review of applicable URAC standards, and review of evidence-based determination requirements. This training is performed by the Chief Medical Director with assistance from the Credentialing Department. All contracted Peer Reviewers receive periodic Training Bulletins, which provide updated information about applicable state or regulatory requirements, updated URAC standards and NMR process changes.

To ensure compliance with URAC and/or applicable state law, the first ten cases of each new Peer Reviewer are audited. Following this initial period of auditing, to ensure quality, all Peer Reviewer reports are subject to inclusion in random chart audits.

NMR in-house Credentialing Department actively recruits new Reviewers on a daily basis to meet the dynamic needs of our Clients. NMR's Peer Reviewer Panel has expanded since 2011 and includes multiple NYS WC Board authorized reviewers to accommodate the needs of the NYS DCS DRP contract. NMR's current panel of Reviewers is composed of Physicians with expertise in diagnosing and treating work related illnesses and injuries. NMR has a panel with well over the required 3 Physicians certified in the following specialties: Cardiology, Chiropractic, Neurology, Orthopedics, and Physiatry.

An NMR Credentialing Coordinator searches the NY WC Board physician database to identify potential reviewers to recruit and invitations are sent to the identified reviewers. Once a reviewer responds that he/she is interested in joining NMR's Peer Reviewer Panel (PRP), a credentialing packet is sent to the reviewer to be completed and returned to NMR. After the information is returned to NMR, the credentialing process, as set forth above is begun. If the Reviewer meets all of NMR's requirements, he/she is admitted to NMR's PRP and Reviewer training is initiated.

NMR always verifies at the beginning of a review the Physician's ability to testify if necessary. The Clinical Review Coordinator reviews the documentation with the Reviewer when assigning the case file; these documents are listed on the determination report for review. When the determination is returned to NMR from the Reviewer, the Clinical Review Coordinator verifies the Reviewer appropriately answered all questions and referenced the correct information for the determination.

See ATTACHMENT 12: P&P Credentialing - Credentialing & Recredentialing of Peer Reviewers

Conflict Of Interest

Upon receipt of a case, NMR immediately ascertains whether any organizational conflict of interest (COI) exists. In accordance with URAC IRO-Standards, NMR defines an organizational conflict of interest as any relationship or affiliation on the part of NMR that could compromise the independence or objectivity of the review process. If an organizational COI exists, NMR will return the case to the Division.

Neither NMR nor any clinical reviewer assigned by NMR to conduct an external appeal shall have a material professional, familial or financial conflict of interest with any of the following:

1. The health plan, health insurer or utilization review organization (URO) that is the subject of the external appeal;
2. The enrollee whose treatment is the subject of the external appeal or the provider acting on behalf of the enrollee with the enrollee's consent;
3. Any officer, director or management employee of the health plan, health insurer or URO that is the subject of the external appeal;
4. The health care provider, the health care provider's medical group or independent practice association recommending the health care service or treatment that is the subject of the external appeal;
5. The facility at which the recommended health care service or treatment would be provided; or

6. The developer or manufacturer of the principal drug, device, procedure or other therapy being recommended for the enrollee whose treatment is the subject of the external appeal.

Signed Agreement - As part of NMR's written policy to ensure that our peer clinical reviewers do not have any prohibited conflict(s) of interest, each clinical reviewer is required to sign an agreement prior to initially engaging in any work for NMR. Furthermore, for each case review, the clinical reviewer is required to sign a disclosure form, attesting that s/he does not have a material professional, familial or financial conflict of interest with any party involved in the case.

Process to ensure both the timeliness and quality of medical reviews

NMR adheres to procedures for assuring timeliness, which include ongoing monitoring of the progress of both the receipt of information and the return of the determination by the assigned Peer Reviewer. Both the RC and the RCA follow procedures, based upon NMR's Policy and Procedures, which are consistent with the standards set forth by URAC's Independent Review Organization Accreditation. NMR's most recent timeliness audit revealed a timeliness rate of 99%, which demonstrates the quality and efficacy of our processes. NMR proposes the performance guarantee outlined below on the submission of the Medical Documentation Review decision determination.

NMR has numerous safeguards in place to ensure that the contract timelines are met. NMR utilizes case file entry protocols to manage the process as soon as the medical records are received in-house. Our Review Coordinator Assistants log the files into our NMR database and also on a Daily Case Processing Log. The NMR database assigns a unique identifier to every case file received. At the end of each business day, the NMR team receives a daily task list updating staff on where each case file stands within the review process and identifies the due date from the reviewer and also the due date of the client.

Situations arise that may present an obstacle in adhering the due dates identified. For example, all of NMR's Physician Peer Reviewers are in active practice and while they are reliable and understand the timeline identified on the Reviewer Case Assignment Form; the Physician's primary responsibility is direct patient care. In this instance, if a conflict arises after a case has been assigned to a Physician Peer Reviewer; NMR staff following internal policies and procedures. The Physician Peer Reviewer is immediately contacted to verify if they will be able to return the determination in time to meet our client's deadline. If the Physician Peer Reviewer is unresponsive or unable to return the determination; the case file is pulled from that Physician Peer Reviewer and immediately reassigned to another member of NMR's panel as an urgent need. Throughout this process, NMR believes the most important requirement is constant communication with the client to keep the client informed of where the case files stands within the review process.

NMR's Quality Management Program ensures that our clients receive the highest quality independent reviews from our peer reviewers in a timely manner. NMR employs a systematic procedure for continuously monitoring and evaluating our internal processes. This includes monitoring for quality in credentialing, medical management and medical director activities.

Audits of case files are conducted on a pre-determined schedule. Items monitored include:

- Timeliness of case review process
- Peer Reviewer selection, qualifications and credentials
- Conflict of interest attestation
- Quality and consistency in review decisions and reporting
- Training programs for staff and peer reviewers
- Administrative oversight of case file management

Results of these audits are shared with appropriate staff and an aggregate analysis is reported to the Quality Management Committee for their review and dissemination throughout the company.

The Quality Management Committee maintains an Annual Work Plan, outlining its goals for quality improvement activities.

Medical Guidelines

NMR Reviewers utilize the New York Workers Compensation Treatment Guidelines as the primary medical guidelines for the NYS DCS DRP contract. As secondary resources, NMR Reviewers shall utilize the American College of Occupational and Environmental (ACOEM) treatment guidelines and the Official Disability (ODG) treatment guidelines to evaluate the degree of disability for injuries/illnesses.

The NY guidelines are available to our Reviewers via the state's website

<http://www.wcb.ny.gov/content/main/hcpp/MedicalTreatmentGuidelines/References.jsp>.

As the ACOEM and ODG treatment guidelines are copyrighted, they cannot be printed as attachments to the NYS DCS RFP.

See ATTACHMENT 13: NMR Sample Determination Report

Performance Guarantee

For each Business Day beyond the Program Review Period of seven (7) days that NMR fails to issue a Medical Documentation Review determination, NMR shall forfeit the Dollar amount of [REDACTED] determination for each Business Day between the due date and the date the determination is completed. The Program Review Period begins on the date that NMR receives all the medical documentation necessary to establish a Valid Appeal.

4. Program Communication

National Medical Reviews, Inc. (NMR) requires all emails containing Protected Health Information (PHI) to be sent via a secure means. NMR utilizes ShareFile to send files containing PHI to our clients and peer reviewers. ShareFile is SAS 70 Type II compliant and is a HIPAA compliant secure file transfer system that permits the secure transfer of PHI. The file is uploaded to a secure site and then downloaded by the recipient. NMR

provides access to this system for peer reviewers and clients to utilize for transmittal of information to and from NMR. NMR's clients may also choose to utilize their own secure system.

NMR is also capable of receiving or delivering information via a secure fax server or via US Postal Service or other bonded courier.

NMR works with its clients to develop communication materials that the client can utilize and/or provide to their customers or claimants. NMR would initially prepare a draft of the necessary or requested communication material. NMR would submit this draft to DCS to review and comment. Once the draft is finalized, NMR would prepare a final version and submit to DCS for distribution.

See Attachment 14: NMR NYS Dispute Resolution Program Brochure

See Attachment 15: NMR NYS Dispute Resolution Program Appeal Forms

5. Maintenance of Confidential Employee Records

All NMR staff, peer clinical reviewers and other necessary vendors comply with the Privacy and Security standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and use all appropriate safeguards to prevent the unauthorized use or disclosure of protected health information (PHI) including, but not limited to, the receipt and transmission of PHI via paper, electronic media, facsimile, voice and/or telephone.

All staff and peer clinical reviewers are required to read and sign confidentiality agreements prior to performing any work for NMR. PHI is used solely for the purposes necessary for conducting the review, and access is limited to only those staff and peer clinical reviewers who need access to the PHI to perform related job tasks. Release of information to designated parties will be permitted only as allowed by state and/or federal regulations.

NMR utilizes a third party secure file transfer protocol website to transfer case files, which is SAS 70 Type II compliant. NMR's computer system is password protected, with access granted based upon position and need to know. The computer system is monitored and tested on an on-going basis in real time. Hard copy files for valid appeals are stored in locked file cabinets or a locked file room and/or electronically stored in a secure database for a period of seven (7) years. For invalid appeals, files are destroyed after 90 days. After the retention period has expired, the case file is destroyed appropriately. Paper files are physically shredded. NMR currently retains the services of a professional shredding service, which contractually ensures the confidential and complete destruction of all information. Electronic files and computer hard drives are disposed of in accordance with current U.S. Department of Defense guidelines.

NMR shall destroy medical records for NYS DCS DRP cases in situations where the required medical documentation to support an appeal has not been received by the selected Offeror within 90 days of its receipt of information used to establish the medical case record, the selected Offeror shall destroy, in a confidential and secure manner, all medical case records and all other records related to the case.

See Attachment 16: P&P HIPAA - Confidentiality of Protected Health Information

See Attachment 17: P&P Information Security - Information Security Policy

6. Reporting

NMR confirms that it will deliver accurate and timely reports to NYS DCS as specified in Exhibit III.E and Exhibit III.F of this RFP. Monthly Appeals Summary Report, Quarterly Medical Documentation Review Summary Report and Quarterly EEO Workforce Utilization Compliance Report will be prepared and submitted as required. These reports are currently prepared for the NYS DCS on a Monthly and Quarterly basis.

NMR is capable of providing ad-hoc or non-standard reports to the NYS DCS. Requests would be made to the nurse Review Coordinator assigned to your account. NMR will provide these reports as a part of our valued added services at no additional charge.

See Attachment 18: Sample NMR Non-Standard Report

Performance Guarantee:

For each management report listed in Section IV.B.6.a.(1) and (2) of this RFP that is not substantially accurate and/or received by its respective due date, the Offeror shall forfeit the dollar amount of [REDACTED] report for each Business Day between the due date and the date the accurate management report is received by the Department inclusive of the date of receipt.

7. Transition and Termination of Contract

NMR will ensure that upon termination of the agreement with NYS DCS for the DRP our account team will partner with the new vendor to provide uninterrupted access to program services through final termination of the Agreement. NMR will work with NYS DCS to develop a transition plan within 15 days of notification of termination if prior to the end of the contract and within ninety days of the end of the agreement.

Once NMR submits a transition plan to the Department, they will work to revise any suggested corrections within the 15 day timeframe identified by NYS DCS.

Throughout the transition period, NMR's Project Team that was dedicated to the contract will continue to partner with NYS DCS. The transition is expected to be completed within 30 days, but no later than 60 days of the final transition plan approval by the NYS DCS Department. At the end of the transition period, NMR will

hold an exit meeting with the NYS DCS Department to review the transition plan and verify that all terms were met to their satisfaction.

Transition Team

Under the direction of Meredith Merlini, the following transition team will execute this plan:

Transition Coordinator: Nicole Borrer

Transition of Clinical Process Review: Michael Ziev, D.O.

Transition of Open Case Files: Claire Jablonski

Transition of Required Reporting: Helen Devlin, R.N.

Transition of Reimbursement: Accounting Department coordinated through Meredith Merlini

Transition Period Audit Contact: Meredith Merlini

Meredith Merlini will serve as the primary contact for the Successor named by NYS DCS through the Transition period.

ATTACHMENT 1

NMR URAC Independent Review Organization Certificate



Certificate of Full Accreditation

is awarded to
National Medical Reviews, Inc.
260 Knowles Ave., Suite 330
Southampton, PA 18966

for compliance with
**Independent Review Organization: Comprehensive Review
(Internal & External) Accreditation Program**

pursuant to the
**Independent Review Organization: Comprehensive Review (Internal &
External), Version 5.0**

Effective from the Thursday 1st of October of 2015 through the Sunday 1st of October of
2017



Kylyanne Green
President & Chief Executive Officer



URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.

URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.

This certificate is the property of URAC and shall be returned upon request.

ATTACHMENT 2

Biographical Sketch of Meredith Merlini

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Meredith Merlini

Job Title: Vice President

Relationship to Project: As the Program manager, he is the primary contact for the NYS

DCS Dispute Resolution Program. He manages all day-to-day program activities.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 3

Biographical Sketch of Nicole Borrer, GBDS

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Nicole Borrer

Job Title: Director, Account Management and Client Development

Relationship to Project: She is the secondary high level account oversight

She is available on a daily basis to attend to client needs, questions or concerns.

[Redacted]

[Redacted] [Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted] [Redacted]

[Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

ATTACHMENT 4

Biographical Sketch of Helen Devlin, RN

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Helen Devlin, RN

Job Title: Clinical Quality Management & Regulatory Review Coordinator

Relationship to Project: Ensures the NYS Dispute Resolution Program compliance along with URAC accreditation standards, as well as, federal and state regulations.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 5

Biographical Sketch of
Dr. Michael Ziev, DO, FAOBFP, CHCQM, FABQAURP

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Michael A. Ziev, DO, FAOBFP, CHCQM, FABQAURP

Job Title: Chief Medical Director

Relationship to Project: Oversees Peer Reviewers, Case Processing , Credentialing and Quality Management

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

ATTACHMENT 6

Biographical Sketch of Carol Barrett, RN, BS, CLNC

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Carol Barrett, BS, RN, CLNC

Job Title: Nurse Review Coordinator

Relationship to Project: The clinical Review Coordinator is the primary day-to-day case

File contact for NYS DCS Dispute Resolution Program

[Redacted]

[Redacted] [Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

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[Redacted] [Redacted] [Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

ATTACHMENT 7

Biographical Sketch of Claire Jablonski

Biographical Sketch

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Claire Jablonski

Job Title: Review Coordinator Assistant

Relationship to Project: Provides support with all the administrative aspects of processing the case files.

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 8

NMR Proposed Implementation Timeline

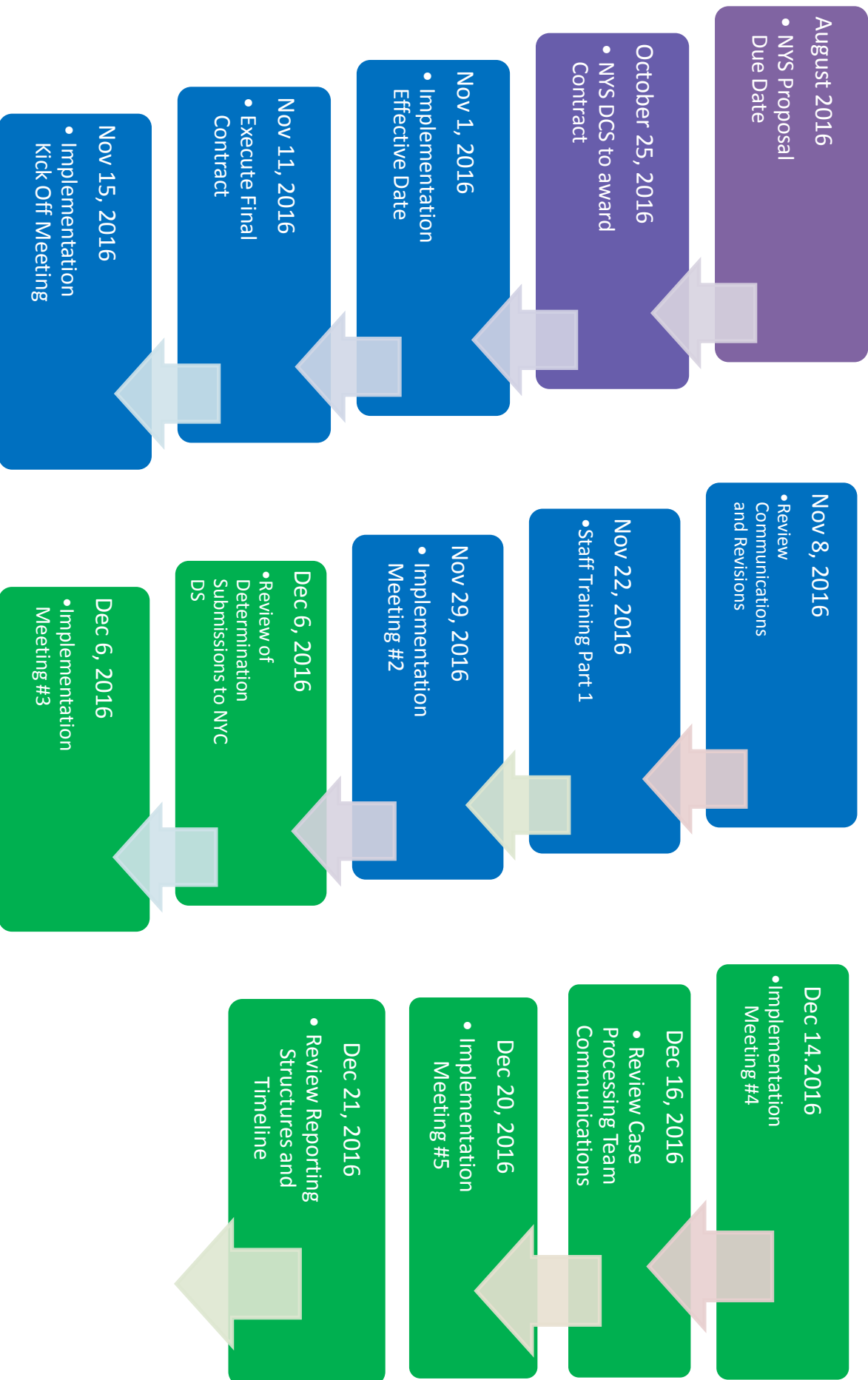
**New York State Department of Civil Service Dispute Resolution Program
 Sample Implementation Schedule**

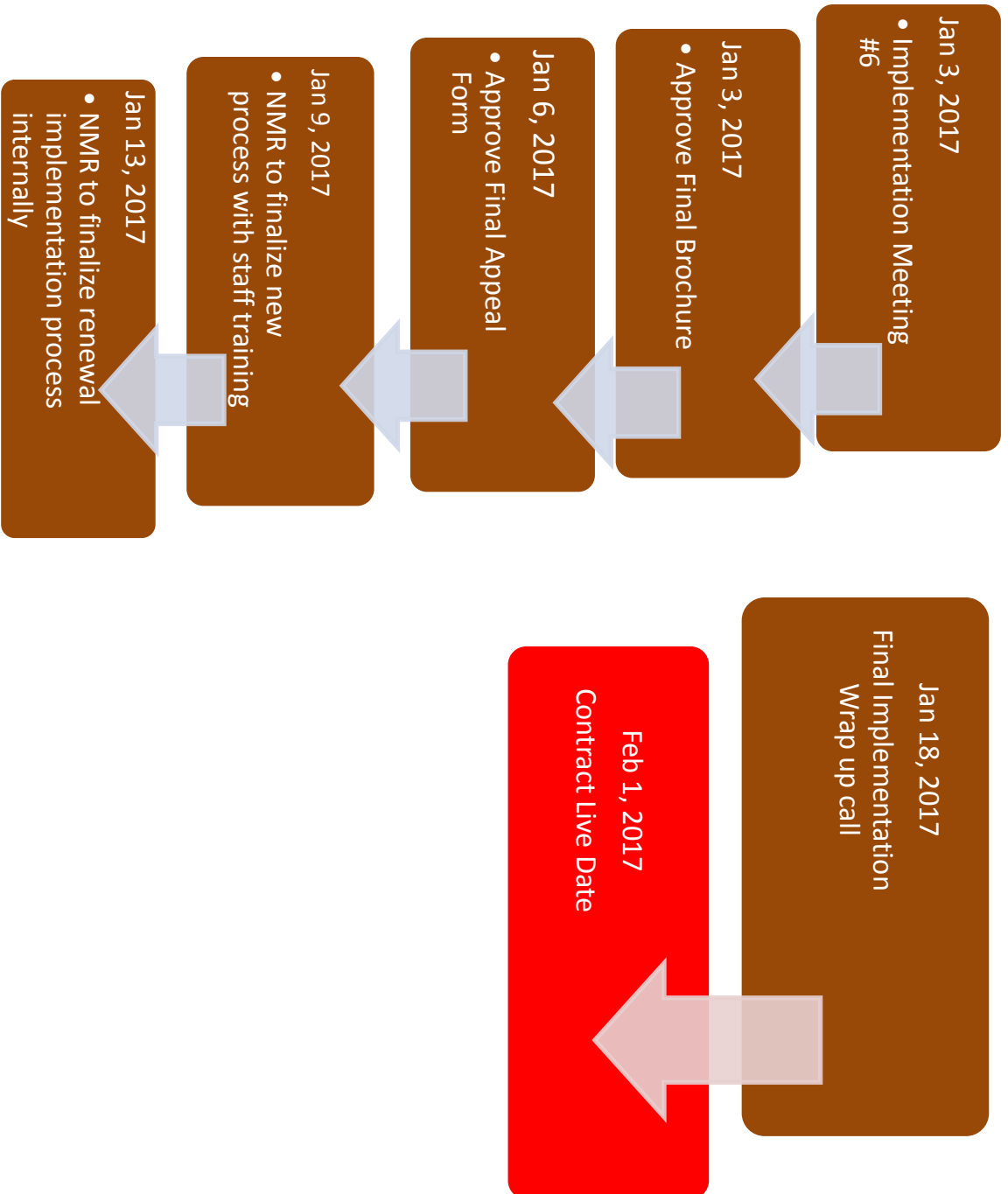
Effective Date 1-Feb-17

	OCT	NOV	DEC	JAN	FEB
NYS DCS to award Contract	25-Oct-16				
Implementation to begin		1-Nov-16			
Execute Final Contract		11-Nov-15			
Implementation Kick Off Meeting		15-Nov-16			
Review Communications and Revisions		18-Nov-16			
Staff Training Part 1		22-Nov-16			
Implementation Meeting #2		29-Nov-16			
Review of Determination Submissions to NYS DCS			6-Dec-16		
Implementation Meeting #3			6-Dec-16		
Implementation Meeting #4			14-Dec-16		
Review Case Processing Team Communications			16-Dec-16		
Implementation Meeting #5			20-Dec-16		
Review Reporting Structures and Timelines			21-Dec-16		
Implementation Meeting #6				3-Jan-16	
Approve Final Brochure				3-Jan-17	
Approve Final Appeal Form				6-Jan-17	
NMR to Finalize New Process with Staff Training				9-Jan-17	
NMR to finalize Renewal Implementation Process Internally				13-Jan-17	
Final Implementation Wrap Up Call				18-Jan-17	
Contract Live Date					1-Feb-17

ATTACHMENT 9

NMR Proposed Implementation Diagram





ATTACHMENT 10

NMR Dispute Resolution Program Network Count

Dispute Resolution Program Network Count

Specialty Description	WCB Rating Codes	Number of Current Reviewing Physicians	Additional Reviewing Physicians to be added prior to 12/1/16	Total Number of Reviewing Physicians on 12/1/16
Allergy / Immunology	AL, CAL, OPAL, OPCAL	0	0	0
Anesthesiology	AN, CAN, OPAN, OPCAN	1	0	1
Chiropractic	DC	2	2	4
Colon / Rectal Surgery	CCRS, CRS, OPCCRS, OPCRS	0	0	0
Dermatology	CD, D, OPCD, OPD	1	0	1
Emergency Medicine	CEM, EM, OPCEM, OPENM	0	0	0
Family Practice	CFP, FP, OPCFP, OPFP	0	0	0
General Practice	GP, OPGP	0	0	0

Exhibit III.B

Internal Medicine	CIM, IM, OPCIM, OPIM	3	0	3
Internal Medicine - Cardiac Electrophys.	CIM-CE, IM-CE, OPCIM-CE, OPIM-CE	0	0	0
Internal Medicine - Cardiology	CIM-CD, IM-CD, OPCIM-CD, OPIM-CD	2	3	5
Internal Medicine - Cardiovascular	CIM-CVD, IM-CVD, OPCIM-CVD, OPIM-CVD	0	1	1
Internal Medicine - Critical Care	CIM-CCM, IM-CCM, OPCIM-CCM, OPIM-CCM	0	0	0
Internal Medicine - Diagnostic Immunology	CIM-DL, IM-DL, OPCIM-DL, OPIM-DL	0	0	0
Internal Medicine - Endocrinology	CIM-END, IM-END, OPCIM-END, OPIM-END	0	0	0
Internal Medicine - Gastroenterology	CIM-GE, IM-GE, OPCIM-GE, OPIM-GE	1	0	1
Internal Medicine - Geriatric Medicine	CIM-GM, IM-GM, OPCIM-GM, OPIM-GM	0	0	0
Internal Medicine - Hematology	CIM-HEM, IM-HEM, OPCIM-HEM, OPIM-HEM	1	0	1
Internal Medicine - Infectious Diseases	CIM-ID, IM-ID, OPCIM-ID, OPIM-ID	0	0	0

Exhibit III.B

Internal Medicine - Nephrology	CIM-NEPH, IM-NEPH, OPCIM-NEPH, OPIM-NEPH	0	0	0
Internal Medicine - Medical Oncology	CIM-ONCL, IM-ONCL, OPCIM-ONCL, OPIM-ONCL	1	0	1
Internal Medicine - Pulmonary Diseases	CIM-PD, IM-PD, OPCIM-PD, OPIM-PD	1	0	1
Internal Medicine - Rheumatology	CIM-RHE, IM-RHE, OPCIM-RHE, OPIM-RHE	0	0	0
Neurological Surgery	CNS, NS, OPCNS, OPNS	1	3	4
Nuclear Medicine	CNUM, NUM, OPCNUM, OPNUM	0	0	0
Obstetrics / Gynecology	COG, OG, OPCOG, OPOG	0	0	0
Ophthalmology	CO, O, OPCO, OPO	0	2	2
Orthopedic Surgery	COS, OPCOS, OPOS, OS	5	0	5
Otolaryngology	COL, OL, OPCOL, OPOL	0	2	0
Physical Medicine / Rehabilitation	CPMR, OPCPMR, OPPMR, PMR	3	2	5

Exhibit III.B

Plastic Surgery	CPS, OPCPS, OPPS, PS	0	0	0
Podiatry	DPM	0	1	1
Preventative Medicine	CPM, OPCPM, OPPM, PM	0	0	0
Psychiatry / Neurology	CPN, OPCPN, OPPN, PN	0	1	1
Psychology	PSY	1	0	1
Surgery	CS, OPCs, OPS, S	0	2	2
Thoracic Surgery	CTS, OPCTS, OPTS, TS	0	0	0
Urology	CU, OPCU, OPU, U	0	0	0

*A complete list of the Physician Specialty Classification Codes can be confirmed on the
 Workers' Compensation Board website at:
<http://www.wcb.ny.gov/content/main/hcpp/medreg/specialtyclassifications.jsp>

ATTACHMENT 11

Peer Reviewer Consulting Service Agreement

CONSULTING SERVICES AGREEMENT (ASSOCIATE MEDICAL DIRECTOR)

THIS consulting services agreement (Agreement) is made and entered into by and between National Medical Reviews, Inc. (NMR) and _____ (Associate Medical Director).

WHEREAS, NMR desires Associate Medical Director to perform certain services as hereafter described under certain terms and conditions; and

WHEREAS, Associate Medical Director is ready, willing and able to perform the services under said conditions; and

WHEREAS, Associate Medical Director has met the minimum standards as hereafter set forth and described;

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual agreements and covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. DESCRIPTION OF SERVICES

1.1.1. NMR hereby engages Associate Medical Director as an independent contractor to provide medical case reviews, independent medical examinations (IME) and/or depositions (Assignments), which may include:

1.1.1.1. Benefit coverage opinions, case reviews, claims auditing, developing reports, disability claims evaluations, experimental and/or investigational reviews, forensic services, health care claims evaluations, health care payment and remittance advice, health plan benefit coverage disputes, hospital admission and length-of-stay opinions, impairment ratings, in/out-patient pre-certifications, independent medical evaluations, level-of-care medical reviews, malpractice case history reviews, medical chart reviews, medical necessity determination reviews, panel member external grievance appeals or hearings, peer-to-peer reviews, plan language evaluation or development, pre-determination reviews, pre-surgical authorizations, psychiatry reviews, quality-of-care reviews, transplantation medical reviews, utilization reviews, usual-customary-reasonable medical case review audits and/or any other health care delivery opinions or answers to health care delivery questions for which NMR requests Associate Medical Director's services.

1.2. Assignments shall be made to Associate Medical Director on an individual basis. Each Assignment shall be performed and completed by the due date as indicated in the specific instructions that shall be included with each individual Assignment.

1.3. This Agreement in no way obligates NMR to utilize Associate Medical Director's services or for Associate Medical Director to accept an Assignment from NMR. However, it is understood that if Associate Medical Director does accept an Assignment from NMR, Associate Medical Director shall be obligated to fully complete the Assignment within the time frames set forth by NMR.

2. INDEPENDENT MEDICAL REVIEWS / DEPOSITIONS

2.1. NMR shall be responsible for the scheduling or rescheduling of all IMEs and/or depositions. Associate Medical Director shall not schedule or reschedule any IMEs or depositions.

2.2. NMR shall act as the central point of contact for all communications between Associate Medical Director and the Examinee. Associate Medical Director shall not have any direct communication with the examinee or any other party.

2.3. Associate Medical Director shall not discuss recommendations and/or conclusions with the examinee. All communications, whether verbal or written, shall be shared only with NMR. If a Associate Medical Director is contacted by anyone other than NMR, Associate Medical Director shall direct the party to contact NMR at (215) 352-7800.

2.4. Compensation for treatment and/or diagnostic testing shall be paid only if Associate Medical Director obtains prior written approval from NMR. Treatment shall not be rendered until such time as approval has been granted.

3. ASSOCIATE MEDICAL DIRECTOR QUALIFICATIONS

3.1. Prior to performing any services, Associate Medical Director shall demonstrate, to NMR's satisfaction, that Associate Medical Director meets the following minimum qualifications:

- 3.1.1. Holds a current and unrestricted license to practice in at least one state;
- 3.1.2. Holds current board certification in at least one specialty by a board approved by either (as applicable):
 - 3.1.2.1. The American Board of Medical Specialties (M.D. or D.O.);
 - 3.1.2.2. The American Osteopathic Association Bureau of Osteopathic Specialists (D.O.);
 - 3.1.2.3. The American Board of Podiatric Surgery (D.P.M.);
 - 3.1.2.4. The American Dental Association Council on Dental Education and Licensure (D.D.S. or D.M.D.); or
 - 3.1.2.5. The National Board of Chiropractic Examiners (D.C.);
- 3.1.3. Has recent experience or familiarity with current body of knowledge and medical practice;
- 3.1.4. Has a minimum of five (5) years of professional experience providing direct patient care and for Level III external reviews must have experience providing direct patient care within the past three (3) years;
- 3.1.5. Is experienced in a clinical specialty consistent with the type of review to be conducted;
- 3.1.6. Is engaged in active clinical practice in accordance with all applicable state and federal requirements in the individual's primary state of licensure;
- 3.1.7. Is without any current substantive federal or state sanctions and/or disciplinary actions, and is currently eligible to receive payment under Medicare, Medicaid, and any federal employee benefit plan; and
- 3.1.8. Maintains professional liability insurance coverage (or self insurance, as identified in this Agreement) that meets the minimum requirements in the individual's primary state of licensure.

4. MATERIAL CHANGES / SANCTIONS & DISCIPLINARY ACTIONS

- 4.1. Once admitted to the panel, **Associate Medical Director shall immediately notify NMR any time there is a material change** to his/her state license(s), board certification(s), professional liability insurance, health status or any other material change(s) that differ from the information contained in the original application, and/or that would adversely affect Associate Medical Director's ability to perform his/her duties.
 - 4.1.1. A "**material change**" includes, but is not limited to, any sanction and/or disciplinary action imposed by any state or federal agency (e.g., Board of Medical Examiners, Office of Inspector General, etc.).
 - 4.1.2. **Associate Medical Director** shall give notice of any sanction and/or disciplinary action to NMR's Credentialing Department via telephone at (215) 352-7800. If the call is made after NMR's normal business hours, a message shall be left on the Credentialing Department's voice mail, indicating **Associate Medical Director's** name, the nature of the sanction, and a telephone number at which NMR can contact **Associate Medical Director** for additional information and/or clarification.
- 4.2. Upon request, **Associate Medical Director** shall send NMR a copy of any and all papers related to the sanction/disciplinary action. So as to ensure immediate verification of the sanction, the method of transmission shall be either facsimile or e-mail attachment.

5. INDEPENDENT CONTRACTOR

- 5.1. It is mutually understood and agreed that, in the performance of Associate Medical Director's duties and obligations hereunder, Associate Medical Director is at all times acting and performing as an independent contractor. It is expressly agreed by NMR and Associate Medical Director that nothing contained herein shall be construed as creating the relationship of employer-employee, co-partners or joint venturers as between NMR and Associate Medical Director.

6. FEES:

- 6.1. The fee to be paid to Associate Medical Director shall vary depending on the Assignment, and shall be clearly conveyed to Associate Medical Director prior to Associate Medical Director's acceptance of an Assignment. Associate Medical Director shall accept the agreed upon fee prior to conducting any review services. The parties acknowledge that the agreed upon fee is a lump-sum fee, and shall include all typing, postage, copying and telephone costs, which may be incurred by Associate Medical Director during the course of performing the review.

7. INCENTIVES

- 7.1. It is mutually understood and agreed that there does not exist any system for reimbursement, bonuses, or other financial incentives based upon the outcome of medical case reviews, independent medical examinations (IME) and/or depositions performed by Associate Medical Director.
- 7.2. Associate Medical Director shall not for any reason accept from NMR or NMR's Clients incentives or additional fees other than those stated in Paragraph 6 based upon a reduction in requested services or the charges thereof, or a reduction of length of stay, or reduction of utilization of alternative treatment settings

8. HIPAA COMPLIANCE / CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- 8.1. Associate Medical Director shall comply with the standards set forth in the "Second Tier Business Associate Agreement," attached hereto as "Addendum A," as that agreement relates to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Parts 160, 162 and 164, and shall use all appropriate safeguards to prevent the unauthorized use or disclosure of protected health information (PHI) including, but not limited to, the receipt and transmission of PHI via paper, electronic media, facsimile, voice and/or telephone.
- 8.2. Associate Medical Director shall comply all other applicable federal and state laws regarding the confidentiality and/or disclosure of mental health records, HIV and substance abuse records, or any other individually identifiable health information including, but not limited to, the Pennsylvania Confidentiality of HIV-Related Information Act, P.L. 585, No. 148 (35 P.S.A. §§7601 to 7612); the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. §2.1 to §2.67 (as authorized by the Public Health Service Act, 42 U.S.C. §290ee-3); the Pennsylvania Peer Review Protection Act, 63 Pa. Cons. Stat. §§ 425.1 to 425.4; and the regulations of the Pennsylvania Department of Insurance (31 Pa. Code Chapters 146a and 146b) implementing Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §6801 et seq.

9. PROPRIETARY INFORMATION

- 9.1. Associate Medical Director shall keep all proprietary and/or confidential information regarding NMR's operations (e.g., client lists, pricing policies, advertising and public relations strategies, software and hardware programs, supplier lists, marketing strategies and procedures, training materials and procedures, etc.) in strict confidence, and shall utilize that information solely as is necessary for Associate Medical Director to fulfill its obligations as set forth in this Agreement. Associate Medical Director shall not disclose NMR's proprietary information to anyone without the express written permission of NMR.

10. CONFLICT OF INTEREST

- 10.1. Associate Medical Director shall not perform any Assignment for NMR for which Associate Medical Director has a material professional, familial, or financial conflict of interest. Associate Medical Director understands and acknowledges that a conflict of interest may include, but is not limited to, the following:

- 10.1.1. An ownership interest of greater than 5% with any of the parties;
- 10.1.2. A material professional or business relationship with any of the parties;
- 10.1.3. A direct or indirect financial incentive or compensation for a particular determination;
- 10.1.4. The existence of incentives that promote the use of a certain product or service;
- 10.1.5. A known familial relationship with any of the parties; and/or
- 10.1.6. Any prior involvement in the specific case under review.

- 10.2. As used in this document, a "party" shall include the following:

- 10.2.1. The client or referring entity;
- 10.2.2. The health benefits plan or managed care plan under review;
- 10.2.3. The consumer or the consumer's representative;
- 10.2.4. The consumer's attending provider or any other health care provider currently or previously involved in the case;
- 10.2.5. The facility at which the recommended treatment would be, or has been, provided;
- 10.2.6. The developer or manufacturer of the principal drug, device, procedure or other therapy being recommended for the consumer.
- 10.2.7. Any officer, director or management employee of the client, referring entity, health benefits plan or managed care plan under review.

- 10.3. Associate Medical Director shall attest via signature on the "Conflict of Interest / Credentials/Knowledge/Experience Attestation," attached hereto as "Addendum B," that Associate Medical Director understands, in general, that he or she may not review any case for which he or she has a material professional, familial, or financial conflict of interest or which he or she does not have the requisite knowledge and experience
- 10.4. In addition, Associate Medical Director shall attest, via signature on the review determination form (which Associate Medical Director shall fill out and return to NMR for each Assignment), that Associate Medical Director does not have a conflict of interest for that particular Assignment. In the event that Associate Medical Director does identify a conflict of interest, Associate Medical Director shall immediately 1) recuse himself/herself from the case, 2) notify NMR (via the assigned Review Coordinator), and 3) return any and all Assignment files, information and/or documents to NMR.

11. INSURANCE

- 11.1. Associate Medical Director shall maintain professional liability insurance coverage in an amount consistent with the minimum requirements as set forth by the licensing body in Associate Medical Director's primary state of licensure. In those states that do not require professional liability insurance (e.g., Florida), Associate Medical Director shall demonstrate financial responsibility by compliance with the state's applicable statutes or regulations (e.g., Associate Medical Director shall maintain a state-approved escrow account, an irrevocable letter of credit, etc.).

12. INDEMNIFICATION

- 12.1. NMR shall indemnify, hold harmless and defend Associate Medical Director and any of its employees or agents from and against any liability in any form (including, but not limited to, reasonable counsel fees and costs) arising from or out of the direct and sole consequence of NMR's or its officers', employees', subcontractors' and/or agents' gross negligence, intentional wrongdoing, bad faith, criminal conduct and/or fraud while in the performance of NMR's obligations under this Agreement.
- 12.2. Associate Medical Director shall indemnify, hold harmless and defend NMR and any of its officers, employees, subcontractors and/or agents from and against any liability in any form (including, but not limited to, reasonable counsel fees and costs) arising from or out of the direct and sole consequence of Associate Medical Director's or its employees' or agents' gross negligence, intentional wrongdoing, bad faith, criminal conduct and/or fraud while in the performance of Associate Medical Director's obligations under this Agreement.
- 12.3. Each party agrees to immediately notify the other in writing of any such claim or potential claim for which indemnification may be sought, so that neither party is materially prejudiced in its ability to participate in any proceedings.

13. ASSISTANCE IN LITIGATION

- 13.1. In the event of any third party litigation or threatened litigation brought against NMR, relating to the services provided for in this Agreement, upon the written request of NMR, Associate Medical Director agrees to provide to NMR a copy of Associate Medical Director's records relating to the individual who is the subject of such action.
- 13.2. Pursuant to a subpoena or discovery request served upon Associate Medical Director by a third party, Associate Medical Director shall notify NMR of such subpoena or discovery request and cooperate with NMR in any efforts to produce or quash such subpoena or discovery request. Additionally, Associate Medical Director shall make available the requested documents and/or Associate Medical Director's employee or agent to assist NMR in its defense of such claim or to testify in connection with the proceeding or action.
- 13.3. The parties agree that whenever NMR is a named party to an action, the parties shall work together cooperatively and consider their common interests aligned in defense of such action. NMR shall, consistent with its travel expense guidelines, reimburse Associate Medical Director for its reasonable out-of-pocket and travel costs or expenses excluding any counsel fees, related to Associate Medical Director assistance with NMR's defense, within a reasonable time from NMR's receipt of an invoice for such reimbursement. The parties agree that, should it appear that their interests in defending such an action are not aligned; each party shall give the other prompt notice thereof.

14. NON-COMPETE CLAUSE

- 14.1. Associate Medical Director agrees that, once he has performed a review for a particular NMR client or referring entity on behalf of NMR, he shall not – for the duration of the time that he contracts with NMR, and for twelve (12) months thereafter - directly contract with, or accept work from, that client or referring entity for medical record reviews or examinations of any type.

15. DISPUTE RESOLUTION

- 15.1. The parties shall meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement.
- 15.2. Any dispute or controversy between the parties, including a fee dispute or a dispute arising from an alleged material breach of this Agreement, shall, on written request of one party served on the other, be submitted to arbitration by means best suited to the timely resolution of the dispute including, but not limited to, on premises, teleconference, or video conference. Any arbitration shall be conducted before one arbitrator in accordance with the then existing American Arbitration Association's Commercial Arbitration Rules. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. The parties intend that this agreement to arbitrate be valid, enforceable and irrevocable. The decision of the arbitrator shall be final and conclusive upon all parties. The arbitration shall be conducted in the state in which the disputing party does not reside, unless otherwise mutually agreed to by the parties.

16. TERMINATION OF AGREEMENT

- 16.1. Either party may terminate this Agreement at any time, with or without cause, upon the delivery to the other of thirty (30) calendar days written notice. Termination of this Agreement shall not relieve the parties of any obligations that arose prior to the effective date of the termination. Upon the termination of this Agreement, for any reason, and at NMR's request, Associate Medical Director agrees to complete any Assignments being performed hereunder that are in progress at the time of termination.

17. MISCELLANEOUS

- 17.1. Addenda. All addenda referenced in this Agreement are incorporated herein as though set forth in full. If any provision of this Agreement conflicts with any addendum to this Agreement, this Agreement shall control with respect to the subject matter of such addendum.
- 17.2. Amendment. NMR may amend any provision of this Agreement upon thirty (30) calendar days prior written notice to Associate Medical Director.
- 17.3. Assignment. This Agreement is not assignable by Associate Medical Director, and any attempted assignment shall be considered null and void.
- 17.4. Compliance with Violent Crime Control Act. The parties shall comply with the provisions of the "Violent Crime Control and Law Enforcement Act of 1994," 18 U.S.C. §§1033 and 1034, and the related Pennsylvania Insurance Department Notice No. 2000-04, as they relate to participation in the business of insurance by individuals who have been convicted of a criminal felony involving dishonesty, breach of trust or any offense under the Act.
- 17.5. Entire Agreement. This Agreement, together with any addenda or appendices referenced herein and attached hereto, shall constitute the full and complete expression of the rights and obligations of the parties with respect to the services to be rendered and payments to be made, and cannot be modified in any respect without the establishment of written amendments or additional written addenda or appendices signed and executed by both parties. This Agreement supersedes any and all other agreements, written or oral, made by the parties.
- 17.6. Force Majeure. Both parties shall be excused from performance under this Agreement for any period that they, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond their reasonable control, are prevented from performing any services pursuant hereto, in whole or in part, and such nonperformance shall not be grounds for termination. Each party shall, however, utilize its best faith efforts to perform such obligations to the extent of its ability to do so in the event of any such occurrence or circumstance.
- 17.7. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

17.8. Notices. All notices, demands, or other communications (excluding payments) required or permitted hereunder shall be effected by delivery in writing by either 1) registered or certified USPS mail, return receipt requested or 2) reputable overnight carrier (e.g., FedEx, UPS, DHL, etc.), delivery prepaid. Notices shall be addressed to the respective party as indicated below. Notices sent via overnight carrier shall be deemed communicated as of the date of delivery to the party by the carrier; notices sent via USPS mail shall be deemed communicated as of the date indicated on the return receipt.

17.9. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful or otherwise unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

17.10. Third Party Rights. This Agreement is not intended and shall not be construed to create any rights for any third party.

IN WITNESS WHEREOF, the parties hereby agree to the terms, obligations, responsibilities and conditions contained herein, and in any addenda identified herein and/or appended hereto.

National Medical Reviews, Inc.

Mr. Meredith Merlini
Vice President
260 Knowles Avenue, Suite 330
Southampton, PA18966
Phone: (215) 352-7800 / ext. 121
Facsimile: (215) 352-7801

[Associate Medical Director]

Signature: _____

Signature: _____

Date: _____

Date: _____

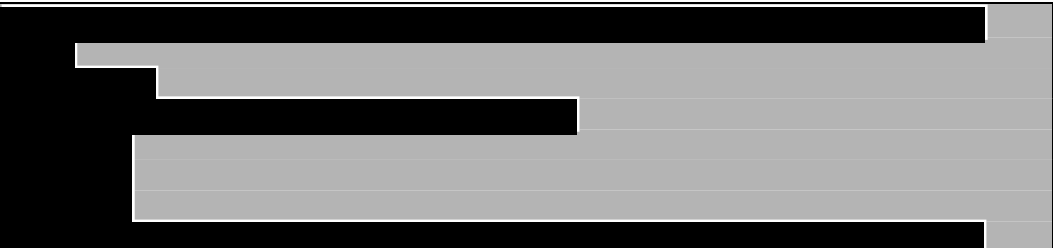
ATTACHMENT 12

P&P Credentialing - Credentialing & Recredentialing of Peer Reviewers

National Medical Reviews, Inc.
Policies & Procedures
CORE



No. CORE-3 Credentialing & Recredentialing of Peer Reviewers

Responsibility: 	
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Policy:



















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ATTACHMENT 13

NMR Sample Determination Report

DATE

Employee Name
Address

Re: New York State Workers' Compensation Dispute Resolution Program
SIF Claim#: XXXXXXXXXXXX
NMR #: N16-XXXXXX

Dear Employee Name,

As the administrator of the New York State Dispute Resolution Program, National Medical Reviews, Inc. (NMR) received a Workers' Compensation Dispute Resolution Program appeal from your Treating Physician on Date of Service. We have reviewed the appeal form and the accompanying documentation for administrative compliance with the program requirements and have determined:

- The appeal includes the medical documentation needed for review. The appeal will be processed for full review and we will notify you of the results within seven days of the date we received the valid appeal.
- The appeal was received, but is considered invalid as the necessary medical documentation was not included. The appeal cannot be reviewed until NMR receives the necessary medical documentation.

A copy of this letter is being provided to your Employing Agency, your Treating Physician, the Evaluating Physician, your NYSCOPBA representative and the New York State Insurance Fund.

If you have any questions regarding this notice, please call XXX-XXX-XXXX.

Sincerely,

Meredith Merlini
Vice President
Dispute Resolution Program Manager

cc: Name of Correctional Facility
Treating Physician, MD
Evaluating Physician, MD
NY State Correction Officers & Police Benevolent Association, Inc. [Code 01]
New York State Insurance Fund

ATTACHMENT 14

NMR NYS Dispute Resolution Program Brochure

Dispute Resolution Program



New York State Workers' Compensation Program

For NYS Employees represented by:

- **New York State Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA) in the Security Services Unit**
- **Council 82 in the Security Supervisors Unit**
- **Police Benevolent Association of New York State, Inc. (PBANYS) in the Agency Police Services Unit (APSU)**

Administered by:

National Medical Reviews, Inc.
260 Knowles Avenue, Suite 330
Southampton, PA 18966
Phone: 215-352-7800/Toll free: 800-283-8196
Fax: 215-352-7801/Toll free: 866-357-9045

What is the Medical Evaluation Program (MEP)?

The Medical Evaluation Program (MEP) is a program that provides eligible employees who suffer a work-related injury or illness with an expedited, independent examination arranged by the New York State Insurance Fund (SIF). A SIF Evaluating Physician will determine your degree of disability. This determination is used by your Employing Agency as the basis for its decision to make a Light Duty Assignment.

What is the Dispute Resolution Program (DRP)?

The Dispute Resolution Program (DRP) provides eligible employees with a process to review conflicting medical opinions regarding your degree of disability for a work-related injury or illness.

The DRP affords you the opportunity for an independent, third party medical review, in those instances where the decision of the Evaluating Physician does not agree with your Treating Physician regarding your degree of disability.

What is the effect of the Evaluating Physician's determination on the MEP?

If the Evaluating Physician determines that your degree of disability is greater than fifty percent (50%), you continue to receive workers' compensation leave benefits at full-pay.

If the Evaluating Physician determines that your degree of disability is fifty percent (50%) or less, the Evaluating Physician must also assess your estimated physical capabilities and expected return to work.

When did the DRP become effective?

A work-related injury or illness that occurred on or after April 15, 1993 and was in dispute regarding the degree of disability on or after November 1, 1998 is eligible for the DRP.

Who performs the third party medical review?

National Medical Reviews, Inc. (NMR), an independent medical review organization dedicated to providing evidenced-based medical reviews, will issue an independent, third party review determination regarding your degree of disability.

Dispute resolution reviews are conducted by physicians selected from NMR's extensive panel of more

than five hundred (500) physicians representing twenty six (26) medical disciplines. NMR physicians are board certified in their specialties and authorized by the New York State Workers' Compensation Board (Board) will evaluate your medical records. Assignments for appeals will be made according to the specific type of injury or illness involved. For example, heart diagnoses will be reviewed by a cardiologist, surgical diagnoses by a surgeon, etc.

NMR assures that appeals are reviewed by members of a neutral panel of physicians. These physicians must adhere to NMR's confidentiality and conflict of interest requirements. A Reviewer must maintain the confidentiality of the personal health information provided and must decline to review any case where he/she has been involved personally or professionally.

Which cases are eligible for dispute resolution?

Your case is eligible for dispute resolution if you have elected to participate in the MEP, and

- a. your Treating Physician determines that you have an injury/illness resulting in a disability of greater than fifty (50) percent and the Evaluating Physician determines that you have an injury/illness resulting in a disability of fifty (50) percent or less; or
- b. your Treating Physician determines that a disability exists and the Evaluating Physician determines you have no disability.

In either of these situations, if your Treating Physician's determination does not agree with the Evaluating Physician's determination, your Treating Physician may appeal on your behalf.

Who can initiate the request for dispute resolution?

Requests for dispute resolution must be initiated on your behalf by your Treating Physician using a Dispute Resolution Program Appeal Form (Appeal Form). You can obtain this Appeal Form from your Employing Agency.

You are responsible for providing the Appeal Form to your Treating Physician, informing him/her of the appeal process and requesting that he/she submit the appeal to NMR.

Your Treating Physician is responsible for providing NMR with a completed Appeal Form and all medical documentation to substantiate the degree of disability determination.

The Evaluating Physician's report will be provided by the SIF to NMR if it was not received from your Treating Physician.

When must the Treating Physician submit the appeal to NMR?

Your Treating Physician must submit the appeal to NMR during the Appeal Period. For the MEP, the Appeal Period is three (3) business days from the time that you are notified to return to work. Business day means any day Monday through Friday, with the exception of holidays observed by the State as an employer.

The time of day that you receive your notification is important in determining the first day of the Appeal Period. If your notification to return to work occurs prior to noon, that is the first day of the Appeal Period. If the notification occurs at noon, afternoon or on a non-business day, the next business day is the first day of the Appeal Period.

What time frames must be followed by NMR?

When NMR receives your appeal, NMR must immediately request supporting medical documentation from the Evaluating Physician (if it was not received from your Treating Physician). Once NMR receives complete medical documentation from both the Treating and Evaluating Physicians, NMR will complete the review within seven (7) calendar days. This seven-day period is the Program Review Period. NMR will report, in writing, the Reviewing Physician's decision to uphold the Treating or Evaluating Physician's determination within the Program Review Period. The outcome of the review shall be reported in writing to you, your Employing Agency, your Treating Physician, the Evaluating Physician, your bargaining unit and the SIF.

What are the consequences of missing a deadline?

- a. If your Treating Physician's appeal including all necessary medical documentation is not received by NMR within the Appeal Period, and you do not return to work from the work-related injury or illness, you will remain in or be placed in Leave Without Pay (LWOP) status until an appeal is received.
- b. If NMR's decision is not completed within the Program Review Period and you had a work-related injury or illness, you (either working, on LWOP or charging accruals) will be placed in Workers' Compensation Leave full-pay status on the next assigned work day until NMR's decision is rendered.

What is the payroll status of employees during the Appeal Process?

- a. If you return to work in a light duty, modified duty or full duty assignment pending the outcome of an appeal, you will receive full-pay.
- b. If the three days of LWOP ends prior to the expiration of the Appeal Period [three (3) business days], you will be allowed to use leave credits until the Appeal Period expires.
- c. Following the three days of LWOP and if your appeal is received by NMR during the Appeal Period, you will be allowed to charge available leave credits for the number of days in the Program Review Period [up to seven (7) calendar days] pending the outcome of the appeal.

What happens if the NMR Physician finds in favor of the Treating Physician?

If NMR finds in favor of your Treating Physician's determination of your degree of disability, your Employing Agency will advise you through a telephone call and letter not to report to work until further notification. The appropriate Workers' Compensation Leave will be retroactive to the first day of LWOP relating to the disputed degree of disability for a work-related injury or illness.

What happens if the NMR physician finds in favor of the Evaluating Physician?

If the NMR physician finds in favor of the Evaluating Physician's determination of degree of disability, your Employing Agency will notify you to report to work in a medically appropriate assignment. If you fail to report to work, you will be placed in LWOP status. Any leave credits used during the Appeal Period and/or Program Review Period will not be returned to you. The period of Workers' Compensation Leave without charge to credits will not be affected by an adverse decision in the DRP. If, at a subsequent hearing of the Board, the Appeal Period or Program Review Period is found compensable, restoration of such leave credits will be proportional to the wage award.

Once you are notified by NMR of the Reviewing Physician's determination, there is no further appeal under the DRP. Requests for further appeals beyond the DRP pertaining to issues of eligibility for statutory benefits must be made to the Board pursuant to the New York State Workers' Compensation Law.

What happens after the appeal is filed?

In addition to the Dispute Resolution Program Appeal Form, there are two letters you will receive as part of the dispute resolution process:

Acknowledgment letter advising you that the appeal was received by NMR and that all medical documentation was included. If all medical documentation was not received, your appeal will be considered invalid. The appeal cannot be reviewed until NMR receives the necessary medical documentation.

Review Determination letter advising you of the outcome of your appeal. The NMR Reviewing Physician will either agree with your Treating Physician or agree with the Evaluating Physician on your degree of disability.

You will be contacted by your Employing Agency regarding the outcome of the review.

How do I initiate an appeal through the DRP?

- Obtain the New York State Workers' Compensation Dispute Resolution Program Appeal Form from your Employing Agency immediately upon receiving the notification by your Employing Agency to return to work.
- Complete the form by printing or typing all requested information in Part I, Employee Section of the Appeal Form.
- Sign your name at the bottom of Part I.
- Immediately take the form to your Treating Physician.
- Explain to your Treating Physician the importance of completing Part II of the form and submitting it to NMR **within three (3) business days of notification by your Employing Agency to return to work.** Failure to comply may result in additional leave without pay.

NOTE: You cannot file this appeal on your own behalf. Only your Treating Physician can file this appeal.

Instructions to Treating Physician:

- Type or print all requested information in Part II of the Appeal Form.
- Attach all additional medical documentation needed to substantiate the employee's degree of disability to the completed Appeal Form.
- Sign your name at the bottom of Part II.
- Send the completed Appeal Form and any additional medical documentation to NMR by overnight mail or facsimile **within (3) business days of notification by the Employing Agency to the employee to return to work.** Any information sent via facsimile should be followed with a copy by mail.
- NMR mailing address:

National Medical Reviews, Inc.

260 Knowles Avenue, Suite 330
Southampton, PA 18966
Phone: 215-352-7800 / Toll free: 800-283-8196
Fax: 215-352-7801 / Toll free: 866-357-9045

- You will receive a copy of the NMR physician's determination which will agree with either your determination or that of the Evaluating Physician in regard to the Employee's degree of disability.

The Department of Civil Service, the State Insurance Fund and the Workers' Compensation Board administer the Workers' Compensation Program.

State of New York, Department of Civil Service

Employee Benefits Division

Alfred E. Smith State Office Building

Albany, NY 12239

WC/DRP/2-12

It is the policy of the State of New York Department of Civil Service to provide reasonable accommodation to ensure effective communication of information in benefits publications to individuals with disabilities. If you need an auxiliary aid or service to make benefits information available to you, please contact your Personnel Office.

ATTACHMENT 15

NMR NYS Dispute Resolution Program Appeal Letters

Pers. 49 (2/12)

Division of New York State Police Dispute Resolution Program Appeal Form

Instructions to Employee: Complete Part I of this form and immediately take it to your Treating Physician who must complete Part II. Your Treating Physician must return this form to National Medical Reviews, Inc. (NMR) within ten (10) calendar days from the date that you are notified in writing by your employer of the modified duty determination. **You cannot file this appeal on your own behalf; this appeal form must also be completed and submitted to NMR by your Treating Physician.**

Part I: To be completed by Employee (Please print or type)

Date	Date Notified of Modified Duty Determination	
Employee Name (first, middle, last)	Employee ID Number	
Home Address	Home Telephone Number	
	SIF Carrier Case Number (Eleven digits) _____ - _____	
Employing Agency Name	Work Address	
Work Phone Number		
Date and brief description of the injury/illness resulting in your Workers' Compensation claim: (ATTACH ADDITIONAL SHEETS)		
Employee Signature	Negotiating Unit (NU):	NU Code:

Part II: To be completed by Employee's Treating Physician (Please print or type)

Instructions to Treating Physician: Complete Part II of this form and immediately return it with complete and comprehensive medical documentation that substantiates the employee's degree of disability. A NMR Physician will review the medical records and documentation sent by you and the Evaluation Physician and will render a determination in regard to the degree of disability that agrees with your determination or that of the Evaluation Physician. NMR must receive this completed form (including all necessary medical documentation) within ten (10) calendar days from the date that the employee is notified in writing by his/her employer of the modified duty determination. **You may mail or fax completed forms and supporting documentation to:**

National Medical Reviews, Inc.
260 Knowles Ave, Suite 330
Southampton, PA 18966
Fax: (215) 352-7801 / Toll Free (866) 357-9045
Phone: (215) 352-7800 / Toll Free (800) 283-8196

Please follow all faxed copies with a copy by mail or overnight delivery.

Diagnosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Treatment Plan: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Prognosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Estimated Degree of Disability: _____ %	
Treating Physician's Signature of Attestation:	Address:
Name: (Please print)	Telephone Number: ()

New York State Workers' Compensation Dispute Resolution Program Appeal Form For Employees Eligible for the Medical Evaluation Program (MEP)

Instructions to Employee: Complete Part I of this form and immediately take it to your Treating Physician who must complete Part II. Your Treating Physician must return this form to National Medical Reviews, Inc. (NMR) within three (3) business days of notification by your Employing Agency to return to work. Failure to comply may result in leave without pay status. **You cannot file this appeal on your own behalf; this appeal form must also be completed and submitted to NMR by your Treating Physician.**

Part I: To be completed by Employee (Please print or type)

Date	Date Notified to Return to Work
Employee Name (first, middle, last)	Social Security Number
Home Address	Home Telephone Number
	SIF Carrier Case Number (Eleven digits) _____
Employing Agency Name	Work Address
Work Phone Number	
Date and brief description of the injury/illness resulting in your Workers' Compensation claim: (ATTACH ADDITIONAL SHEETS)	
Employee Signature	Negotiating Unit (NU): NU Code:

Part II: To be completed by Employee's Treating Physician (Please print or type)

Instructions to Treating Physician: Complete Part II of this form and immediately return it with complete and comprehensive medical documentation that substantiates the employee's degree of disability. A NMR Physician will review the medical records and documentation sent by you and the Evaluation Physician and will render a determination in regard to the degree of disability that agrees with your determination or that of the Evaluation Physician. NMR must receive this completed form (including all necessary medical documentation) within three (3) business days of notification by the Employing Agency to the employee to return to work. Failure to comply may result in leave without pay status for the employee. **You may mail or fax completed forms and supporting documentation to:**

National Medical Reviews, Inc.
260 Knowles Ave, Suite 330
Southampton, PA 18966
Fax: (215) 352-7801 / Toll Free (866) 357-9045
Phone: (215) 352-7800 / Toll Free (800) 283-8196

Please follow all faxed copies with a copy by mail or overnight delivery.

Diagnosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Treatment Plan: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Prognosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]	
Estimated Degree of Disability: _____%	
Treating Physician's Signature of Attestation:	Address:
Name: (Please print)	Telephone Number: ()

ATTACHMENT 16

P&P HIPAA - Confidentiality of Protected Health Information

National Medical Reviews, Inc.
Policies & Procedures
CORE

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ATTACHMENT 17

P&P Information Security - Information Security Policy

National Medical Reviews, Inc.
Policies & Procedures
CORE

No. CORE- 17 Information Security Policy

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ATTACHMENT 18

Sample NMR Non-Standard Report

Volume/Determination:

Total	62	Overturn	14
Expedited	55	Uphold	47
Rush	0	Partial Overturn	1
Standard	7	Cancelled	0

Volume by Specialty:

Specialty	Number	Overturned	Upheld	Partial
Allergy & Immunology	1	0	1	0
Critical Care Medicine	1	1	0	0
Gastroenterology	1	1	0	0
General Surgery	3	3	0	0
Medical Oncology	3	0	3	0
Pain Medicine	1	0	1	0
Pediatrics	3	1	2	0
Physical Medicine & Rehabilitation	44	6	38	0
Pulmonology	2	1	1	0
Rheumatology	1	0	0	1
Speech Therapy	1	0	1	0
Surgical Critical Care	1	1	0	0
Total	62	14	47	1

Assignor	Level	NMR ID #	DUE Date	Pt Last Name	Claim #	Priority			Ret'd Client	On-Time	Specialty
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New York State Department of Civil Service Request for Proposals #DRP-2016-1

"DISPUTE RESOLUTION PROGRAM"

COST PROPOSAL

Submitted by

National Medical Reviews, Inc.

260 Knowles Road, Suite 330
Southampton, PA 18966
215-352-7800

MedReviews@NMRusa.com
www.NMRusa.com

Due Date	August 11, 2016 at 3:00 pm
Contact Name and Address	Dispute Resolution Program Procurement Manager NYS Department of Civil Service Employee Benefits Division Agency Building 1 Empire State Plaza Albany, New York 12239

This Proposal or Quotation includes data that is proprietary to National Medical Reviews, Inc. and may not be disclosed outside the State of New York, Department of Civil Service, and may not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to National Medical Reviews, Inc. as a result of - or in connection with - the submission of this data, NYS DCS shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit NYS DCS's right to use information contained in this proposal if it is obtained from another source without restriction.

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COST PROPOSAL

National Medical Reviews, Inc. (NMR) proposes to charge the NYS Department of Civil Service the following fee for each Valid Appeal for the five (5) year term of the Contract period of February 1, 2017 to January 31, 2022:

Contract Period	Dispute Resolution Appeal Fee
Contract Year 1	
Contract Year 2	
Contract Year 3	
Contract Year 4	
Contract Year 5	

NMR will bill the NYS Department of Civil Service on a monthly basis for Dispute Resolution Program (DRP) Valid Appeals Fees by submitting a monthly invoice for Valid Appeals completed during the preceding month. The NYS Department of Civil Service shall prepare a voucher to submit to the Office of the State Comptroller (OSC). NMR understands that performance credits (if applicable) will be reflected in the monthly invoice and deducted from the amount paid to NMR.

NMR will not charge the DRP Program for Appeal requests that are incomplete or that are not deemed to be Valid Appeals.

See Attachment 1: Exhibit IV.A DRP Cost Exhibit – Valid Appeal Fee

ATTACHMENT 1

Exhibit IV.A

DRP Cost Exhibit – Valid Appeal Fee

NYS DCS DRP Exhibit IV DRP Cost Exhibit - Valid Appeal Fee

	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Fee Total (A+B+C+D+E) = (F)	Average Valid Appeals Per Year (G)	Total for Contract Year (F*G) = (H)
Valid Appeal Fee	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

Instructions:

1. Offerors should complete the chart above by proposing a fee to be paid for each **Valid** Appeal reviewed. All costs associated with the implementation of the DRP Program Review process should be incorporated in the development of the cost per **Valid** Appeal.
2. For purposes of developing the Cost Proposal, the Offeror should assume that the number of reviews to be completed shall be consistent with the historical numbers presented in Exhibit III.A of this RFP. The Department cannot and shall not guarantee the number of Appeals under the Agreement resulting from this RFP.