National Medical Reviews Inc
607 Louis Drive, Suite C
Warminster, PA 18974
800-283-8196 / 215-352-7800
Fax 215-352-7801
NationalMedicalReviews.com

New York State Department of Civil Service
Request for Proposals

"DISPUTE RESOLUTON PROGRAM"

ADMINISTRATIVE PROPOSAL

Submitted by

National Medical Reviews, Inc.
607 Louis Drive, Suite C
Warminster, PA 18974
215-352-7800
MedReviews@NMRusa.com
www.NMRusa.com

Due Date	December 22, 2022 at 3:00 pm
Contact Name and Address	NYS Department of Civil Service Attn: Office of Financial Administration, Floor 17 Agency Building 1, Empire State Plaza Albany, New York 12239 DCSprocurement@cs.ny.gov

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ADMINISTRATIVE PROPOSAL

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See Exhibit 1: Attachment 3 National Medical Reviews, Inc. Formal Offer Letter

B. Minimum Mandatory Requirements

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C. 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.

D. Vendor Responsibility Questionnaire

See Exhibit 4: Vendor Responsibility Questionnaire
Certificate of Good Standing

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See Exhibit 5: ST-220-CA Contractor Certification to Covered Agency

F. Insurance Requirements

National Medical Reviews, Inc is providing a Certification of Current Coverages. Upon renewal of the DRP contract, NMR will provide another Certificate of Coverage that references the award number, listing NY DCS as the certificate holder.

See Exhibit 6: National Medical Reviews, Inc. Evidence of Insurance Coverage
See Exhibit 7: Form CE-200 Certificate of Attestation of Exemption NY State Worker's Compensation and Disability Paid Family Leave Benefits Insurance Coverage

G. Exhibits

Exhibit 1: Attachment 3 National Medical Reviews, Inc. Formal Offer Letter
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Exhibit 1

Attachment 3 National Medical Reviews, Inc. Formal Offer Letter

National Medical Reviews Inc
607 Louis Drive, Suite C
Warminster, PA 18974
800-283-8196 / 215-352-7800
Fax 215-352-7801
NationalMedicalReviews.com

ATTACHMENT 3

November 29, 2022

NYS Department of Civil Service
Agency Building #1, 17th Floor
Empire State Plaza
Albany, New York 12239

RE: Request for Proposals 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 (RFP), entitled "Dispute Resolution Program". 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 and Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix 8), Information Security Requirements (Appendix C), and Glossary for Appendix B & C

(Appendix C-1), as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8) 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 Contract that includes the terms and conditions set forth in the RFP, and accepts as non-negotiable the terms and conditions set forth in Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), Information Security Requirements (Appendix C), and Glossary for Appendix B & C

(Appendix C-1), except as modified by the Department and Offeror's negotiations in response to the Non-Material Deviations Template (Attachment 8).

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 4.6 and 4. 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 until a contract is approved by the NYS Comptroller, unless **National Medical Reviews, Inc.** delivers to the Department of Civil Service written notice withdrawing its Proposal. 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 until a contract is approved by the NYS Comptroller, unless National Medical Reviews, Inc. delivers to the Department of Civil Service written notice withdrawing its Proposal.

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

Administrative and Technical Proposal:
Total of ten (10) electronic copies on a USB drive that each contain the Administrative and Technical Proposal and three (3) hard copy volumes, including one ORIGINAL hard copy.

Financial Proposal:
Total of ten (10) electronic copies on a USB drive and three (3) hard copy volumes, including one ORIGINAL hard copy.

Complete Electronic Master Proposal:
One (1) USB drive containing all three sections (Administrative, Technical AND Financial) of the Offeror's Proposal and electronic copies of all materials and documents present in the Original hard copies.

Offeror's Senior Officer Responsible for Account contact information

Name: Sarah O'Hara, Director of Compliance, Regulatory Affairs and Quality Assurance

Address: 607 Louis Drive, Suite C, Warminster PA 18974

Phone number: 215-352-7800 x116

Email address: sohara@nmrusa.com

(Remainder of this page intentionally left blank)

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 Offerer certifies that all information provided to the Department with respect to State Finance Law § 139-k is complete, true and accurate. The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

National Medical Reviews, Inc.

Signature: _____ **Title:** Vice President

PRINT SIGNATORY'S NAME: Meredith Merlini **Date:** 12.5.2022

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF: Pennsylvania

COUNTY OF: Bucks.

Sworn Statement:

On the 5 day of December in the year 20 ~~22~~, 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 maintains an office at

Town of Warminster

County of Bucks, State of Pa; and further that:

__ **(If an individual)**: _he executed the foregoing instrument in his/her name and on his/her own behalf.

_X_ **(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 purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

__ **(If a limited liability company):** _he is a duly authorized member of _____ _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company 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 limited liability company as the act and deed of said limited liability company.

Notary Public _____ Date 12/5/22

Commonwealth of Pennsylvania - Notary Seal
KRISTINA KEPPOL - Notary Public
Bucks County
My Commission Expires October 12, 2025
Commission Number 1322017

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Exhibit 2

Attachment 12 National Medical Reviews, Inc. Offeror Attestation Form

NEW YORK STATE OF OPPORTUNITY Department of Civil Service	**Offeror Attestations Form** **RFP entitled:** **"Dispute Resolution Program"**

Name of Business Entity Submitting Bid:		National Medical Reviews, Inc.
Entity's Legal Form:		☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
No.	**RFP Ref.**	**RFP Requirement:**
1.	Section 1.4(1)	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ possesses ☐ does not possess the legal capacity to enter into a contract with the Department.
2.	Section 1.4(2)	At time of Proposal Due Date, the Offeror represents and warrants that it: ☒ possesses ☐ does not possess the authorization to conduct business in New York State, but the Offeror has filed an application for authority to do business in New York State with the New York State Secretary of State.
3.	Section 1.4(3)	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ attests ☐ does not attest has completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services (as detailed in Section 3 of this RFP) and agrees that it will, during the term of the Contract, comply with any requirements imposed upon it by law or regulation.
4.	Section 1.4(4)	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ possesses ☐ does not possess adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the RFP.

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**Offeror Attestations Form** **RFP entitled:** **"Dispute Resolution Program"**

5.	Section 1.4(5)	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ agrees ☐ does not agree to contractual provisions to maintain and make available, as required by the State, a complete and accurate set of records for review by the State. Contractual provisions are set forth in the RFP and Standard Clauses for New York State Contracts (Appendix A), Standard Clauses for All Department Contracts (Appendix B), and Information Security Requirements (Appendix C). Such records shall include any and all financial records deemed necessary by the State to discharge its fiduciary responsibilities to the DRP participants and to ensure that public dollars are spent appropriately.
6.	Section 1.4(6)	At time of Proposal Due Date, Offeror represents and warrants that it: ☒ possesses ☐ does not possess full accreditation from the Utilization Review Accreditation Commission (URAC) throughout the term of the Contract. full accreditation from the Utilization Review Accreditation Commission (URAC) and will maintain such Accreditation throughout the term of the Contract.

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**Offeror Attestations Form** **RFP entitled:** **"Dispute Resolution Program"**

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; and (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete

Signature: _____

Title: **Vice President**

PRINT SIGNATORY'S NAME: **Meredith Merlini**

Date: 12.5.2022

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } Pennsylvania

Sworn Statement:

COUNTY OF } Bucks

On the 5th day of December in the year 2022, 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 maintains an office at Town of Warminster

County of Bucks, State of PA.; and further that:

____ **(If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

__X__ **(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.

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**Offeror Attestations Form** **RFP entitled:** **"Dispute Resolution Program"**

____ (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 purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

____ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company 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 limited liability company as the act and deed of said limited liability company.

Notary Public: _____ Date: 12/5/22

Commonwealth of Pennsylvania - Notary Seal
KRISTINA KEPPOL - Notary Public
Bucks County
My Commission Expires October 12, 2025
Commission Number 1322017

Exhibit 3

Attachment 9 Subcontractors or Affiliates

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**Subcontractors or Affiliates** **RFP entitled: "Dispute Resolution Program"**

INSTRUCTION: Prepare this form for each Subcontractor or Affiliate. A Subcontractor is a (1) vendor who will provide $100,000 or more in Project Services over the term of the Agreement that results from this RFP and (2) vendor who will provide Project Services in an amount lower than the $100,000 threshold, and who is a part of the Offeror's Account Team.

Offeror's Name:	**National Medical Reviews, Inc.**

The Offeror:

☐ is

☒ is not

proposing to utilize the services of a Subcontractor(s) or Affiliate(s) to provide Project Services

Subcontractor or Affiliate's Legal Name:	**NA**
Business Address:	
Subcontractor's Legal Form:	☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

As of the date of the Offeror's Proposal, a subcontract or agreement

☐ has

☒ has not

been executed between the Offeror and the Subcontractor(s) or Affiliate for services to be provided by such Subcontractor(s) or Affiliate(s) relating to the Project.

In the space provided below, describe the Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided:

Relationship between Offeror and Subcontractor or Affiliate for Current Engagements:
(Complete items 1 through 5 for each client engagement identified)

1. Client:	
2. Client Reference Name and Phone #	
3. Project Title:	
4. Project Start Date:	
5. In the space provided below, Project Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and Subcontractor or Affiliate in regard to the project identified in 3, above:	

Exhibit 4

Vendor Responsibility Questionnaire

Certificate of Good Standing

Date Printed: Nov 30, 2022

New York State VendRep System
Vendor Responsibility For-Profit v2 Form

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in 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 reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under 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 state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name:	NATIONAL MEDICAL REVIEWS INC
Certifier's Name:	Sarah O'Hara
Certifier's Title:	Director, CRQ
Certification Date:	Nov 30, 2022

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

03/07/2022

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

Leigh M. Chapman

Acting Secretary of the Commonwealth

Certification Number: TSC220307141880-1

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

Exhibit 5

ST-220-CA Contractor Certification to Covered Agency

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA (12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name National Medical Reviews, Inc .				*For covered agency use only* *Contract number or description*
Contractor's principal place of business 607 Louis Drive, Suite C	City Warminster	State PA	ZIP code 18974	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) 23-3073196	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number 215 352-7800	Covered agency name NY Department of Civil Service			
Covered agency address Empire State Plaza Agency Building 1 Albany, NY 12239				*Covered agency telephone number* 518 364-6293

I, Meredith Merlini *(name)*, hereby affirm, under penalty of perjury, that I am Vice President *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☒ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with Dispute Resolution Program *(insert contract number or description)* and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 5th day of December, 20 22

Meredith Merlini *(sign before a notary public)*

Vice President *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Pennsylvania
: SS.:
COUNTY OF Bucks }

On the 5 day of December in the year 2022, before me personally appeared Meredith Merini,
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 Rd.,
Town of Rydal,
County of Montgomery,
State of Pennsylvania; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (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 a _____
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 purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company 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 limited liability company as the act and deed of said limited liability company.

Notary Public

Commonwealth of Pennsylvania - Notary Seal
KRISTINA KEPPOL - Notary Public
Bucks County
My Commission Expires October 12, 2025
Commission Number 1322017

Registration No. 1322017

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Exhibit 6

National Medical Reviews, Inc. Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

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

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

PRODUCER	CONTACT NAME: Terri Stoner	
Brown & Brown Metro, LLC	PHONE (A/C, No, Ext): (856) 552-6383	FAX (A/C, No): (856) 840-8484
2000 Midlantic Dr, Suite 440	E-MAIL ADDRESS: Terri.Stoner@bbrown.com	
Mt Laurel NJ 08054	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED	INSURER B : Hartford Accident and Indemnity Company	22357
National Medical Reviews, Inc.	INSURER C : Hartford Casualty Insurance Company	29424
607 Louis Drive, Suite C	INSURER D : Allied World Surplus Lines Insurance Company	24319
	INSURER E :	
Warminster PA 18974	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 NMR Master Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			13 SBA KR3220	07/25/2022	07/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 5,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			13UECBN0159	07/19/2022	07/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 500,000 $ $ $ $ 500,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			13 SBA KR3220	07/25/2022	07/25/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		13 WEC KC1215	03/21/2022	03/21/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
D	Medical Professional Liability			0311-0653	12/03/2022	12/03/2023	Per Claim Annual Aggregate	$ 1,000,000. $ 3,000,000.

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

Evidence of Insurance Purposes Only
Cyber & Privacy Liability- Pol#: ATB-6611060-02 eff. 7/10/2022 - 7/10/2023-Claims Made Coverage with Trisura Specialty Insurance - Limit $ 3,000,000.

CERTIFICATE HOLDER

National Medical Reviews, Inc.
607 Louis Drive, Suite C
Warminster PA 18974

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EBA

Exhibit 7

Form CE-200 Certificate of Attestation of Exemption NY State Workers' Compensation and Disability Paid Family Leave Benefits Insurance Coverage

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For: Contract with Government Agency
National Medical Reviews, Inc. 607 Louis Dr Ste C Warminster, PA 18974-2843 PHONE: 215-352-7800 FEIN: XXXXX3196	From: Department of Civil Service

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

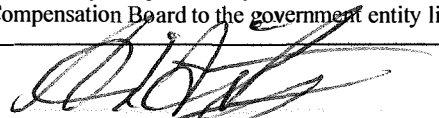
The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Alan D. Horwitz, am the President with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE | **Signature:**  **Date:** 12/2/22

Exemption Certificate Number

2022-010482

Received

February 23, 2022

NYS Workers' Compensation Board

CE-200 01/2018

Exhibit 8

Attachment 1 Offeror Affirmation of Understanding and Agreement

ATTACHMENT 1

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Offeror Affirmation of Understanding and Agreement

As a prerequisite for participating in this Request for Proposals entitled "**Dispute Resolution Program**", 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. Attachment 1 should be completed by the Offeror and emailed, and/or mailed to the Designated Contact as set forth in Section 2 of the RFP.

Offeror Affirmation and Agreement

The Offeror affirms that it understands and agrees to comply with the procedures of the Department of Civil Service relative to permissible Contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). The Department's policies are set out in Attachment 2.

Name of Offeror:	National Medical Reviews, Inc.
By:	(Signature)
Name:	Alan D. Horwitz
Title:	President/CEO
Email:	ahorwitz@nmrusa.com
Address:	607 Louis Drive, Suite C Warminster, PA 18974
Date:	12/13/22

Exhibit 9

Attachment 7 NY State Required Certifications

ATTACHMENT 7

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**New York State Required Certifications RFP entitled: "Dispute Resolution Program"**

Offeror Name: National Medical Reviews, Inc.

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

In accordance with Chapter 807 of the Laws of 1992 the Contractor, by submission of this Certification, certifies that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Contractor, 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 Certification, the Contractor and each person signing on behalf of the Contractor certifies, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this Agreement 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 competitor;

2. Unless otherwise required by law, the prices which have been quoted in this Agreement have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to contract approval, directly or indirectly, to any other competitor; and

3. No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit or not to submit a price quote for the purpose of restricting competition.

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

New York State Required Certifications
RFP entitled:
"Dispute Resolution Program"

EXECUTIVE ORDER NO. 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

New York State Required Certifications
RFP entitled:
"Dispute Resolution Program"

(Note: Bids that do not contain this certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with the bid detailing the reasons why the sexual harassment prevention certification cannot be made.)

PUBLIC OFFICER LAW REQUIREMENTS
AND CONFLICT OF INTEREST DISCLOSURE

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 establish 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.

National Medical Reviews, Inc. attests to the absence of conflict of interests due to prior, current or proposed contracts, engagements or affiliations.

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**New York State Required Certifications RFP entitled: "Dispute Resolution Program"**

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting .

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☒	1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
☐	2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
☐	2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
☐	3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

New York State Required Certifications
RFP entitled:
"Dispute Resolution Program"

Signature: Meredith Merlini **Title:** Vice President

PRINT SIGNATORY'S NAME: Meredith Merlini **Date:** 12·5·2022

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF } Pennsylvania.

COUNTY OF } Bucks.

Sworn Statement:

On the 5 day of December in the year 2022, 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 maintains an office at
Town of Warminster
County of Bucks, State of Pa.; and further that:

____ **(If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.

__X__ **(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 purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

____ **(If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that, _he is authorized to execute the foregoing instrument on behalf of the limited liability company 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 limited liability company as the act and deed of said limited liability company.

Notary Public: Kristina Keppol Date: 12/5/22

Commonwealth of Pennsylvania - Notary Seal
KRISTINA KEPPOL - Notary Public
Bucks County
My Commission Expires October 12, 2025
Commission Number 1322017

Exhibit 10

Attachment 11 NY State Subcontractors and Suppliers

ATTACHMENT 11

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**New York State Subcontractors and Suppliers RFP entitled: "Dispute Resolution Program"**

Offeror Name: National Medical Reviews, Inc.

As stated in Section 2 of this RFP, an Offeror is encouraged to use New York State businesses in the performance of Program Services. Please complete the following exhibit to reflect the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimated Value Over 5-Year Contract Period	Identify if Subcontractor and/or Supplier

National Medical Reviews Inc
607 Louis Drive Suite C
Warminster, PA 18974
800-283-8196 / 215-352-7800
Fax 215-352-7801
NationalMedicalReviews.com

New York State Department of Civil Service
Request for Proposals

"DISPUTE RESOLUTON PROGRAM"

TECHNICAL PROPOSAL

Submitted by

National Medical Reviews, Inc.
607 Louis Drive, Suite C
Warminster, PA 18974
215-352-7800
MedReviews@NMRusa.com
www.NMRusa.com

Due Date	December 22, 2022 at 3:00 pm
Contact Name and Address	**NYS Department of Civil Service** **Attn: Office of Financial Administration, Floor 1** **Agency Building 1, Empire State Plaza** **Albany, New York 12239** **DCSprocurement@cs.ny.gov**

TABLE OF CONTENTS

TECHNICAL PROPOSAL

1. *Executive Summary*

National Medical Reviews, Inc. (NMR) is an independent, privately held for-profit corporation located in Warminster, 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 20,000 reviews a year. Contact information for the senior staff member that will be responsible for this account is:

Name:	Mr. Meredith Merlini
Title:	Vice President
Address:	607 Louis Drive, Suite C Warminster, PA 18974
Phone:	(215) 352-7800 / Extension #121
E-mail:	mmerlini@NMRusa.com
Facsimile:	(215) 352-7801
Website:	www.NMRusa.com

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 5.2 effective September 1, 2020 through September 1, 2023.

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.

NMR has maintained the Dispute Resolution Contract with the New York State Department of Civil Service (NYS DCS) since 2011. As the current Independent Review Organization handling the 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, health care facilities, government agencies, state auto liability programs, Third Party Administrators (TPAs), and ERISA programs. NMR also performs binding independent reviews (also referred to as "Level III" and/or "external" reviews) in 33 states and for self-funded (ERISA) plans, multi-employer plans (Taft-Hartley), TPAs, 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:

Listing of State Contracts/Certifications

1. ARIZONA: Independent Review Organization for the AZ Department of Insurance (since 06/27/2017)
2. ARKANSAS: Independent Review Organization for the AR Insurance Department (since 08/24/2010)

3. COLORADO: Independent External Review Entity for the CO Department of Regulatory Agencies (since 07/20/2000)
4. CONNECTICUT: External Appeal Entity for the CT Insurance Department (since 12/08/2009)
5. DELAWARE: Independent Utilization Review Organization for the DE Department of Insurance (since 10/19/2018)
6. GEORGIA: Independent Review Organization for the GA Department of Community Health (since 02/14/2017)
7. IDAHO: Independent Review Organization for the ID Department of Insurance (since 02/08/2010)
8. ILLINOIS: Independent Review Organization for the IL Department of Insurance (since 08/31/2010)
9. INDIANA: Independent Review Organization for the IN Department of Insurance (since 06/01/2000)
10. KENTUCKY: Independent Review Entity for the KY Department of Insurance (since 06/01/2007)
11. LOUISIANA: Independent Review Organization for the LA Department of Insurance (since 03/06/2020)
12. LOUISIANA: Independent Review Organization for the LA Department of Health Medicaid (since 12/01/2019)
13. MAINE: Independent Review Organization for the ME Department of Professional and Financial Regulation (since 03/17/2014)
14. MARYLAND: Private Review Agent for the Maryland Insurance Administration (11/11/2020)
15. MONTANA: Independent Review Organization for the MT Commissioner of Securities and Insurance (since 01/01/2016)
16. NEBRASKA: Independent Review Organization for the NE Department of Insurance (since 02/01/2014)
17. NEVADA: External Review Organization for the NV Division of Insurance (since 05/17/2011)
18. NEW HAMPSHIRE: Independent Review Organization for the NH Insurance Department (since 09/25/2019)
19. NEW HAMPSHIRE: Independent Review Organization – Long Term Care for the NH Insurance Department (since 09/25/2019)
20. NEW MEXICO: Independent Review Organization for the NM Superintendent of Insurance (since 08/30/2019)
21. NEW YORK: Independent Review Organization for the Dispute Resolution Program of the NY Department of Civil Service (since 10/26/2011)
22. NORTH CAROLINA: Independent Review Organization for the NC Department of Insurance (since 05/22/2013)
23. NORTH DAKOTA: Independent Review Organization for the ND Insurance Department (since 04/27/2018)
24. OHIO: Independent Review Organization for the OH Department of Insurance (d/b/a Ohio Independent Review Organization, since 04/28/2000)
25. OKLAHOMA: Independent Review Organization for the OK Insurance Department (since 07/16/2013)
26. PENNSYLVANIA: Utilization Review Entity for Independent External Reviews for the PA Department of Health (since 04/26/1999)
27. PENNSYLVANIA: Utilization Review Entity as UR Agent for MCOs for the PA Department of Health (since 04/26/1999)
28. PENNSYLVANIA: Independent Review Organization – Long Term Care for the PA Insurance Department (since 04/06/2011)
29. SOUTH CAROLINA: Independent Review Organization for the SC Department of Insurance (since 10/31/2019)
30. SOUTH DAKOTA: Independent Review Organization for the SD Division of Insurance (since 09/28/2010)
31. SOUTH DAKOTA: Independent Review Organization – Long Term Care for the SD Division of Insurance (since 09/28/2010)

32. TENNESSEE: External Review Organization for the TN Department of Commerce and Insurance (since 11/15/2019)
33. UTAH: Independent Review Organization for the UT Insurance Department (since 09/21/2011)
34. VERMONT: Independent External Review Organization for the VT Department of Financial Regulation (since 08/23/2011)
35. VERMONT: Independent Review of Long-Term Care Benefit Trigger Determinations for the VT Department of Financial Regulation (since 08/23/2011)
36. VIRGINIA: Independent Review Organization for the VA Bureau of Insurance (since 07/29/2011)
37. WASHINGTON: Independent Review Organization for the WA Office of the Insurance Commissioner (since 01/11/2005)
38. WISCONSIN: Independent Review Organization for the WI Commissioner of Insurance (since 07/20/2009)
39. WYOMING: Independent Review Organization for the WY Department of Health (since 07/16/2010)

In addition to extensive experience in providing medical claim review services, in 2021, NMR was one of the first five companies nationwide to be certified as an Independent Dispute Resolution Entity by CMS and the Departments of Labor, Treasury and Health and Human Services to provide billing dispute resolutions for claims that fall under the protection of the No Surprises Act.

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 8:00 am to 7:00 pm Eastern Standard Time, to accommodate both the east coast and the 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 guaranteed reliable source.

National Medical Reviews, Inc. (NMR) processes over 20,000 reviews annually. The case volume for the Dispute Resolution Program (DRP) has received on average 90 reviews annually since being awarded the contract in October 2011. NMR has processed over 70 reviews for the calendar year 2022 to date. The overall workload for this Program has minimal impact on NMR's existing operation, as it represents less than point four (.4) percent of annual reviews. In addition to the private sector, NMR has more than 25 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. Two employee groups are currently eligible for the DRP: Group 1 which consists of employees that belong to the Security Services Unit, Security Supervisors Unit and the Agency Police Services Unit. Group 2 consists of employees that belong to the State Police Troopers Unit, State Police Investigators Unit, State Police Commissioned/Non-Commissioned Officers Unit, and the State Police Management/Confidential Group. NMR understands the requirements of the DRP as outlined through the Collective Bargaining Agreements of Group 1 and Group 2 - the Medical Evaluation Program (MEP) and Group 2 - Modified Duty Policy (MDP). The MEP is a voluntary program that provides the Group 1 and Group 2 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. For off-duty injuries/illnesses of Group 2 employees, the Evaluating Physician is the Staff Physician of the Division of New York State Police. 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. 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 Program review period starts. NMR will notify the Employing Agency, the Treating Provider, the Evaluating Physician, the employee, the appropriate labor 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 Quality Assurance Associate 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 Quality Assurance Associate 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 6 new clients in 2022. Over the past 12 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 and again in 2016. NMR would utilize the same implementation timeline as proposed in 2011 for the renewal implementation of the NYS DCS DRP for a February 1, 2023 effective date. The Implementation is scheduled to begin on January 23, 2023 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.

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 that work very closely together and in partnership with NYS DCS leadership. This will ensure complete continued coordination and integration of all DRP initiatives. The Program Manager will be Meredith Merlini, Vice President. The Review Coordinator, Kristen Schmidt, RN, BSN 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 Sarah O'Hara, Director of Compliance, Regulatory Affairs and Quality Assurance. The team lead for high level account oversight is Nicole Borror, Director of Account Management and Client Development and she is supported by the Quality Assurance Associate currently administering the NY DRP account, Elaine Johnston.

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 UR Peer Port (URPP) which is NMR's HIPAA compliant web-based case processing solution. URPP 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 Quality Assurance Associate 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.

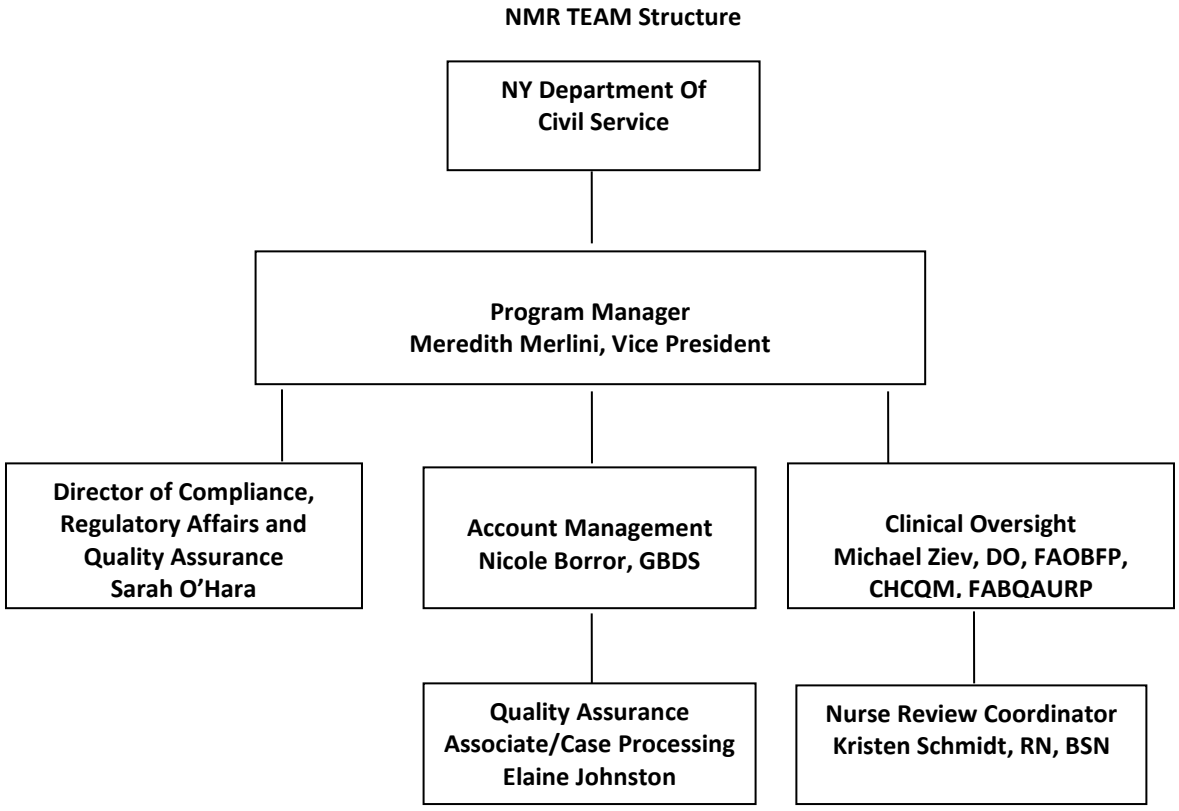
In addition to process safeguards, over the course of the current contract, NMR has experienced scenarios where no policies and procedures exist. In these situations, the Quality Assurance Associate or the Review Coordinator who identified the unique situation contacts the NYS DCS after receiving approval 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.

5.2. Account Team

The account team is based in the Main Office located in Warminster, PA. Contact information for the senior staff member that will be responsible for this account is:

Name: Mr. Meredith Merlini
Title: Vice President
Address: 607 Louis Drive, Suite C
Warminster, PA 18974
Phone: (215) 352-7800 / Extension #121
E-mail: mmerlini@NMRusa.com
Facsimile: (215) 352-7801
Website: www.NMRusa.com

The below diagram illustrates the key team members dedicated to the New York State Department of Civil Service Dispute Resolution Program.



Vice President, Mr. Meredith Merlini: 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 25 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.

See ATTACHMENT 2: Biographical Sketch of Meredith Merlini

Director, Account Management & Client Development, Nicole Borror, 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 15 years in project management and client relationship management. 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 Borror, GBDS

Director of Compliance, Regulatory Affairs and Quality Assurance, Sarah O'Hara: This Director 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.

See ATTACHMENT 4: Biographical Sketch of Sarah O'Hara

Chief Medical Director, Michael Ziev, DO, FAOBFP, CHCQM, FABQAURP: The Chief Medical Director, with over 20 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.

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

Nurse Review Coordinator (RC), Kristen Schmidt, RN, BS: 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.

See ATTACHMENT 6: Biographical Sketch of Kristen Schmidt, RN, BS

Quality Assurance Associate (QAA), Elaine Johnston: This staff 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. This associate interacts with the Nurse Review Coordinator and the Chief Medical Director, as needed, to complete case reviews.

See ATTACHMENT 7: Biographical Sketch of Elaine Johnston

5.3 Implementation

Since NMR is currently administering the account, we anticipate a shortened 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.

Upon execution of the contract, NMR will initiate the 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 with a tentative date no later than January 25, 2023.

Implementation Kickoff Meeting Goals:

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

Key Implementation Goals:

- NMR's Credentialing Department will continue to expand the reviewers qualified by the requirements of the NYS DCS DRP contract
- NMR's Implementation Team will commence enhancements if needed 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
- Review the maintenance of confidential employee records
- Schedule Implementation Update Meetings between NMR and NYS DCS as needed to review re-implementation progress
- Activate approved process
- Re-train NMR staff on any changes to the current DRP process if any
- Complete renewal implementation process with the a target date of February 1, 2023 but no later than the date specified by the State Office of the State Comptroller.

See Attachment 8: NMR Proposed Implementation Timeline NYS DCS DRP

See Attachment 9: NMR Proposed Implementation Diagram

5.4 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) website. 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 and/or his/her designee 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 two 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's in-house Credentialing Department actively recruits new Reviewers on a daily basis to meet the dynamic needs of our Clients. NMR's Credentialing Department has the ability to quickly recruit additional Reviewers based on increased appeals volume or a more specified need relating to a unique injury and/or illness. NMR's Peer Reviewer Panel has expanded since 2016 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 Department.

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 (QAA) 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 Quality Assurance Associate log the files into UR Peer Port which is NMR's HIPAA compliant web-based case processing solution and also on a Daily Case Processing Log. UR Peer Port assigns a unique identifier to every case file received. The status of each case is tracked through UR Peer Port as are the due dates and overall timelines for each case.

Situations arise that may present an obstacle in adhering to 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 stand 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 while also ensuring that NMR's Reviewer based his or her decision on the review of the Employee's medical documentation, reports and other appropriate documentation that may include laboratory reports and x-rays provided by the Treating and/or Evaluation Physician. 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.

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 DRP Sample Determination Letter

5.5 DRP Appeals Process

National Medical Reviews, Inc. (NMR) requires all emails containing Protected Health Information (PHI) to be sent via a secure means. NMR utilizes the software company Egnyte, which is a cloud platform, for enterprise file synchronization and sharing. It offers storage, collaboration, and sharing capabilities using a cloud infrastructure, and users can access files from on-premises and cloud environments. NMR Users can use a file link to quickly share one or more files with someone inside or outside of our organization. The link has built in security and expiration options to control the end user access. This is NMR's FTP (File Transfer Protocol) utilized when sharing documents outside of NMR's UR Peer Port. 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.

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 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

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.

Once the reviewer is assigned to the case he/she is provided with secure access to the Employee's medical documentation, reports, and other appropriate documentation which may include laboratory reports and X-rays as provided by the Treating and/or Evaluation Physicians. 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.

5.6 DRP Communications

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. NMR's project management staff are available to support DCS' development of all various DRP communications as well as provide detailed input on an urgent basis.

The NMR team works with their 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 Form

5.7 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. The release of information to designated parties will be permitted only as allowed by state and/or federal regulations.

National Medical Reviews, Inc. (NMR) utilizes a secure web-based case processing application (UR Peer Port) that is HIPAA/HITECH compliant; data is encrypted at rest and during transmission. All data from UR Peer Port is stored in the United States on Servers that are SOC 3 compliant. NMR's computer system is password protected with two-factor authentication, with access granted based upon position and need to know. NMR's Information Technology Department monitors and tests all systems for a potential and/or actual breach. In addition, each user's profile identifies accessibility to NMR's network. The accessibility to areas within the network is restricted based on job responsibilities. Files are stored electronically in a secure database for a

period of ten (10) years. No unauthorized personnel will have access to this information. NMR will protect all financial, statistical personal, technical, and other data/information from unauthorized use and disclosure.

NMR's UR Peer Port is hosted by Microsoft Azure. AES-256 encryption for data is utilized at rest and TLS 1.2 encryption is utilized for data in transit. NMR adheres to information system security engineering principles in the specification, design, development, implementation, and modification of the UR Peer Port environment. The following security assurances are maintained by the UR Peer Port environment: SSAE 16/SOC 1 Type 1; SSAE 16; SOC 1 Type 2; SOC 2 Type 1; SOC 2 Type 2; SOC 3; GSA; NIST; HITECH; HIPAA Seal; and AICPA SOC. NMR's secure web-based case processing system, UR Peer Port, allows for automatic delivery to our clients.

NMR also has the ability to transfer case files via a third-party secure file transfer protocol website which is SAS 70 Type II compliant. National Medical Reviews, Inc utilizes the software company Egnyte, which is a cloud platform, for enterprise file synchronization and sharing. It offers storage, collaboration, and sharing capabilities using a cloud infrastructure, and users can access files from on-premises and cloud environments. NMR Users can use a file link to quickly share one or more files with someone inside or outside of our organization. The link has built in security and expiration options to control the end user access. This is NMR's FTP (File Transfer Protocol) utilized when sharing documents outside of NMR's UR Peer Port.

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 within 90 days of its receipt of information used to establish the medical case record. NMR shall destroy, in a confidential and secure manner, all medical case records and all other records related to the case. 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.

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 Section 3.7 of this RFP. Within the required seven (7) day Program Review Period NMR will provide a written report of the Medical Documentation Review decision to the Employing Agency, the Treating Provider, the Evaluating Physician, the employee, the appropriate Union, and the Fund. The final determination will support either the Treating Provider or the Evaluating Physician and includes a statement in support of either the Treating or Evaluating Physician's degree of disability determination. Monthly Appeals Summary Report, Quarterly Medical Documentation Review Summary Report and Quarterly EEO Workforce Utilization Compliance Reports 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
See Attachment 13: Sample DRP Final Determination Letter

Performance Guarantee:
For each management report listed in Section 3.7 of this RFP that is not substantially accurate and/or received by its respective due date, NMR shall forfeit the dollar amount of $32 per 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.

See Attachment 19: Performance Guarantees

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, Vice President, the following transition team will execute this plan:

Transition Coordinator: Nicole Borror, Director of Account Management and Client Development
Transition of Clinical Process Review: Michael Ziev, D.O.

Transition of Open Case Files: Kristen Schmidt, RN, BSN
Transition of Required Reporting: Sarah O'Hara, Director of Compliance, Regulatory Affairs and Quality Assurance
Transition of Reimbursement: Accounting Department coordinated through Meredith Merlini, Vice President
Transition Period Audit Contact: Meredith Merlini, Vice President

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 Number: IRC007481 - 117657

CERTIFICATE OF AWARD

in recognition of

National Medical Reviews, Inc.
607 Louis Drive, Suite C
Warminster, Pennsylvania 18974

for compliance with

Independent Review Organization: Comprehensive Review (Internal & External), 5.2 Accreditation Program

is awarded

Full Accreditation

Effective from September 01, 2020 through September 01, 2023

Shawn Griffin, M.D.
President & Chief Executive Officer

ACCREDITED

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

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's 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.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Montgomery County Community College	NA	09/76-06/77	Liberal Arts
Villanova University, Villanova, PA	NA	09/77-06/79	Liberal Arts

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
1998-present	National Medical Reviews, Inc.	Vice President
1998-present	Quality Assurance Reviews, Inc.	Vice President
1987-1998	Piper Associated, Inc.	Sales Executive

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Current experience in project management includes twenty-five (25) years negotiating, implementing, and maintaining independent medical review contracts with private entities, federal and state agencies. In addition, sixteen (16) years experience as a project manager in provided design build system solutions.

ATTACHMENT 3

Biographical Sketch of Nicole Borror, GBDS

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's Name: Nicole Borror

Job Title: Director of Account Management and Client Development

Relationship to Project: **She is the secondary high level account oversight available on a daily basis to attend to client needs, questions or concerns.**

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Temple	Bachelors	2005	Marketing, Actuarial Science and Risk Management & Insurance

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2015-present	National Medical Reviews, Inc.	Director of Account Management and Client Development
2005-2015	Willis Towers Perrin	Assistant Vice President

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Responsible for Client Relations, Marketing, Business Development and Public Relations. She has over fifteen (15) years in project management and client relationship management experience.

ATTACHMENT 4

Biographical Sketch of Sarah O’Hara

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's Name: Sarah O'Hara

Job Title: Director of Compliance, Regulatory Affairs and Quality Assurance

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

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Pennsylvania State University Dunmore, PA	BS	2000	Psychology

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2019-present	National Medical Reviews, Inc.	Director of Compliance
2019-present	Quality Assurance Reviews, Inc.	Director of Compliance
2015-2018	Senior Life	Executive Director/QAPI
2014-2015	WhiteMarsh House	Director of Quality Improvement

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Familar with the intracacies of the NYS DCS DRP contract currently. Over twenty (20) years of experience in compliance working with both state and federal agencies.

ATTACHMENT 5

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

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's 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.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Temple University Philadephia, PA	BA	1970	Bachelor of Arts
Philadelphia College of Osteopathic Medicine Philadelphia, PA	DO	1974	Medicine
Parkview Hospital, Philadelphia, PA	Internship	1975	Medicine

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
1975-present	Private Practice of Medicine	NA
2000-present	National Medical Reviews, Inc.	Chief Medical Director
2000-present	Quality Assurance Reviews, Inc.	Chief Medical Director

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Over twenty (20) years of experience as Chief Medical Director of an Independent Review Organization. Oversees all clinical aspects of case review process; including interaction and training of peer clinical reviewers, oversight of nurse Review Coordinators, Credentialing Department and Quality Management Department. Certified by the American Board of Quality Assurance Review Physicians.

ATTACHMENT 6

Biographical Sketch of Kristen Schmidt, RN, BSN

ATTACHMENT 13

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's Name: Kristen Schmidt, RN, BSN

Job Title: Nurse Review Coordinator

Relationship to Project: **Maintains dialog with the client as well as assigned reviewers. She interacts with the Chief Medical Director as needed to complete case reviews.**

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
Temple University Philadelphia, PA	BSN	1991	Nursing

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
2017-present	National Medical Reviews, Inc.	Operations Supervisor/ReviewCoordinator
2016-2017	Temple University Student Health	RN
2005-2016	Holy Redeemer Hospital	Staff RN

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Familiar with the intricacies of the NYS DCS DRP contract currently. Ensures timely and accurate processes of utilization and independent external reviews. Handles all phases of State and contracted independent internal, external and disability reviews.

ATTACHMENT 7

Biographical Sketch of Elaine Johnston

ATTACHMENT 13

NEW YORK STATE OF OPPORTUNITY | Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

Prepare this form for each key staff individual, including subcontractor-provided key staff, if any, of the Offeror's proposed Account Team (RFP Section 5.2). Where individuals are not named, include qualifications of the individuals that will fill the positions. If additional space is needed you may add additional sheets.

Offeror Name: National Medical Reviews, Inc.

Individual's Name: Elaine Johnston

Job Title: Quality Assurance Associate

Relationship to Project: Serves as the primary day-to-day case file contact for NYS DCS Dispute Resolution Program. Provides support with all administrative aspects of processing the case files.

EDUCATION

Institution & Location	Degree	Year Conferred	Discipline
National Schools	Associate	1991	Specialized Business

PROFESSIONAL EMPLOYMENT (Start with most recent.)

Dates From - To	Employer	Title
1996-present	National Medical Reviews, Inc.	Quality Assurance/Review Coordinator Asst
1996-present	Quality Assurance Reviews, Inc.	Account Manager

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Biographical Sketch Form - RFP entitled: "Dispute Resolution Program"

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Customer focused administrative professional with over thirty (30) years of administrative experience in the healthcare industry.

ATTACHMENT 8

NMR Proposed Implementation Timeline

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

Effective Date 2/1/2023

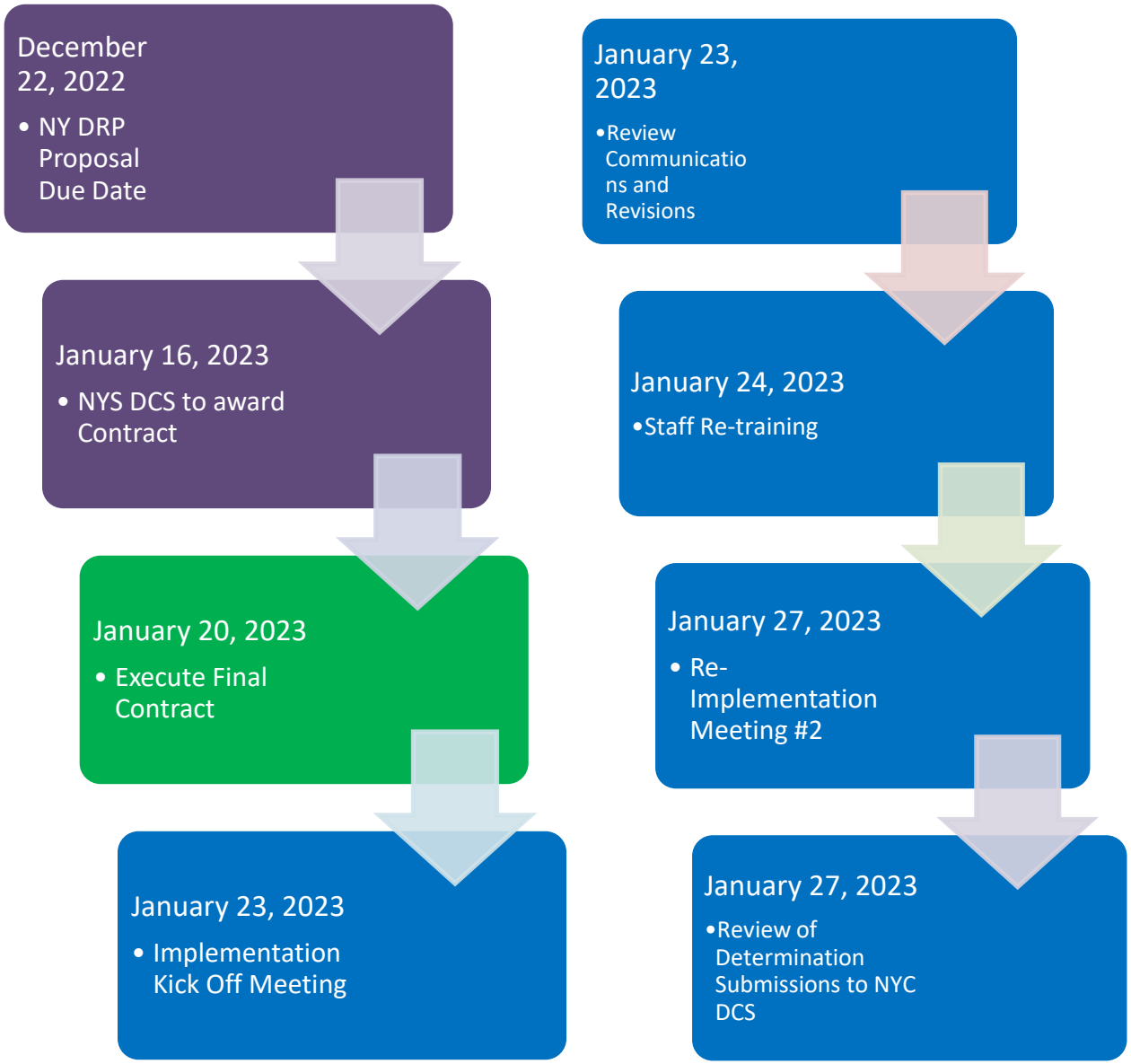
		Jan	Feb
NYS DCS to award Contract		1/16/2023	
Execute Final Contract		1/20/2023*	
Re-Implementation Kick Off Meeting		1/23/2023	
Review Communications and Revisions		1/23/2023	
Re-training of staff on revisions as appropriate		1/24/2023	
Re-Implementation Meeting #2**		1/27/2023	
Review of Determination Submissions to NYS DCS		1/27/2023	
Review Case Processing Team Communications		1/30/2023	
Review Reporting Structures and Timelines		1/30/2023	
Review any needed changes to Final Brochure		1/30/2023	
Review any needed changes to Final Appeal Form		1/30/2023	
Contract Live Date			2/1/2023*

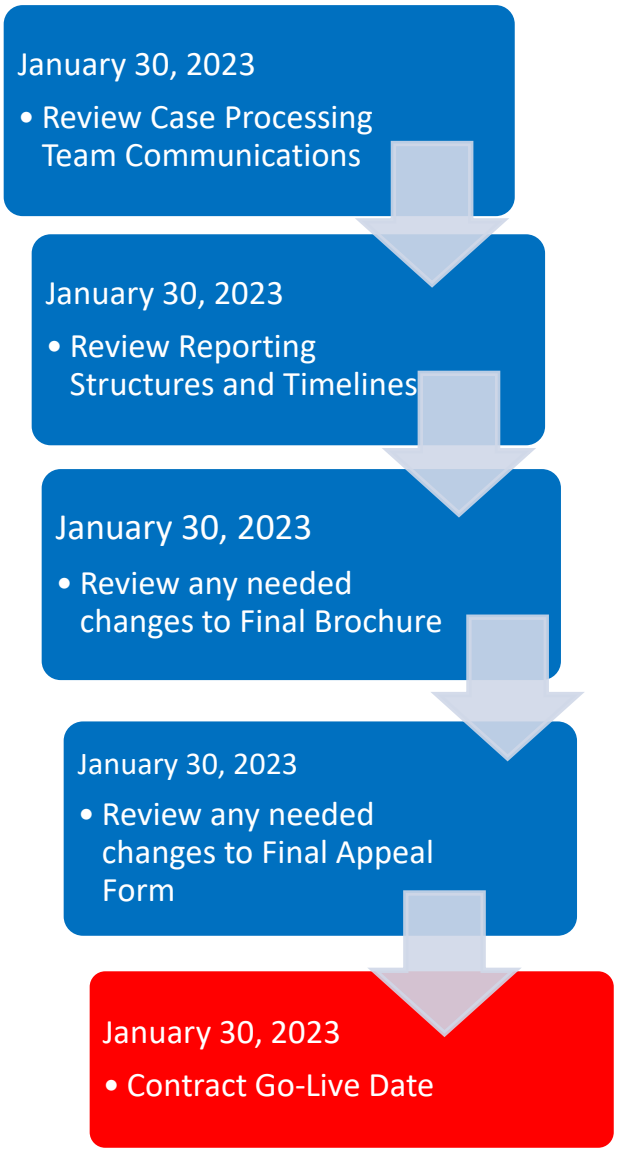
*Execution of the final contract and contract Go-Live date is tentative based on dates specified by the State Office of the State Comptroller

**It is anticipated that additional re-implementation meetings will not be needed but can be scheduled ad-hoc at any time throughout the process

ATTACHMENT 9

NMR Proposed Implementation Diagram


December 22, 2022
• NY DRP Proposal Due Date
January 16, 2023
• NYS DCS to award Contract
January 20, 2023
• Execute Final Contract
January 23, 2023
• Implementation Kick Off Meeting
January 23, 2023
•Review Communications and Revisions
January 24, 2023
•Staff Re-training
January 27, 2023
• Re-Implementation Meeting #2
January 27, 2023
•Review of Determination Submissions to NYC DCS


January 30, 2023
• Review Case Processing Team Communications
January 30, 2023
• Review Reporting Structures and Timelines
January 30, 2023
• Review any needed changes to Final Brochure
January 30, 2023
• Review any needed changes to Final Appeal Form
January 30, 2023
• Contract Go-Live Date

ATTACHMENT 10

NMR Dispute Resolution Program Network Count

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

Offeror's Proposed RP Network
RFP entitled:
"Dispute Resolution Program"

Dispute Resolution Program Network Count

Specialty Description	WCB Rating Codes	Number of Reviewing Physicians
Allergy / Immunology	AL, CAL, OPAL, OPCAL	[redacted]
Anesthesiology	AN, CAN, OPAN, OPCAN	[redacted]
Chiropractic	DC	[redacted]
Colon / Rectal Surgery	CCRS, CRS, OPCCRS, OPCRS	[redacted]
Dermatology	CD, D, OPCD, OPD	[redacted]
Emergency Medicine	CEM, EM, OPCEM, OPEM	[redacted]
Family Practice	CFP, FP, OPCFP, OPFP	[redacted]

General Practice	GP, OPGP	[redacted]
Internal Medicine	CIM, IM, OPCIM, OPIM	[redacted]
Internal Medicine - Cardiac Electrophysiology	CIM-CE, IM-CE, OPCIM-CE, OPIM-CE	[redacted]
Internal Medicine - Cardiology	CIM-CD, IM-CD, OPCIM-CD, OPIM-CD	[redacted]
Internal Medicine - Cardiovascular	CIM-CVD, IM-CVD, OPCIM-CVD, OPIM-CVD	[redacted]
Internal Medicine - Critical Care	CIM-CCM, IM-CCM, OPCIM-CCM, OPIM-CCM	[redacted]
Internal Medicine - Diagnostic Immunology	CIM-DL, IM-DL, OPCIM-DL, OPIM-DL	[redacted]
Internal Medicine - Endocrinology	CIM-END, IM-END, OPCIM-END, OPIM-END	[redacted]
Internal Medicine - Gastroenterology	CIM-GE, IM-GE, OPCIM-GE, OPIM-GE	[redacted]
Internal Medicine - Geriatric Medicine	CIM-GM, IM-GM, OPCIM-GM, OPIM-GM	[redacted]
Internal Medicine - Hematology	CIM-HEM, IM-HEM, OPCIM-HEM, OPIM-HEM	[redacted]
Internal Medicine - Infectious Diseases	CIM-ID, IM-ID, OPCIM-ID, OPIM-ID	[redacted]
Internal Medicine - Nephrology	CIM-NEPH, IM-NEPH, OPCIM-NEPH, OPIM-NEPH	[redacted]

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

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

*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

National Medical Reviews Inc
607 Louis Drive, Suite C
Warminster, PA 18974
800-283-8196 / 215-352-7800
Fax 215-352-7801
NationalMedicalReviews.com

CONSULTING SERVICES AGREEMENT -

SUBJECT MATTER EXPERT

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

WHEREAS NMR desires Subject Matter Expert (SME) to perform certain services as hereafter described under certain terms and conditions; and

WHEREAS SME is ready, willing and able to perform the services under said conditions; and

WHEREAS SME 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

a) NMR hereby engages SME as an independent contractor to provide adverse health benefit dispute resolution and related services or independent medical examinations (IMEs), (collectively Assignments), which may include:

> Independent dispute resolutions, 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 Clinical Reviewer's services.

b) Assignments shall be made to SME 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.

c) This Agreement in no way obligates NMR to utilize SME's services or for SME to accept an Assignment from NMR. However, it is understood that if SME does accept an

Assignment from NMR, SME shall be obligated to fully complete the Assignment within the time frames set forth by NMR.

d) NMR shall be responsible for the scheduling or rescheduling of all Assignments. SME shall not schedule or reschedule any Assignments.

e) NMR shall act as the central point of contact for all communications between SME and all parties involved in all Assignments. SME shall not have any direct communication with any other party without express permission from NMR.

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

g) Direct compensation for treatment and/or diagnostic testing shall be paid only if SME obtains prior written approval from NMR. Treatment shall not be rendered until such time as approval has been granted.

2) SME QUALIFICATIONS

a) Prior to performing any services, SME shall demonstrate, to NMR's satisfaction, that SME meets the following minimum qualifications:

(A) CLINICAL SME's

i) Holds a current and unrestricted license to practice in at least one U.S. state;
ii) Holds current board certification in at least one specialty by a board approved by either (as applicable):

(1) The American Board of Medical Specialties (M.D. or D.O.);
(2) The American Osteopathic Association Bureau of Osteopathic Specialists (D.O.);
(3) The American Board of Foot and Ankle Surgery or The American Board of Podiatric Orthopedics & Primary Podiatric Medicine (D.P.M.);
(4) Has board certification by a Medical or Osteopathic general or specialty board accepted by a state or federal government entity of the U.S. or one of its territories (M.D. or D.O.).
(5)

As a standard of excellence, NMR adheres to the following guidelines regarding these specialties:

NMR, does not require but encourages that General Dentists are board certified through the American Board of General Dentistry (D.D.S or D.M.D.) and that Dental specialists are board certified through the American Dental Association's The National Commission on Recognition of Dental Specialties and Certifying Boards (D.D.S. or D.M.D.). https://www.ada.org/en/ncrdscb/specialty-certifying-boards

NMR requires that all Doctors of Chiropractic have received a "Certificate of Attainment" by the National Board of Chiropractic Examiners (D.C.).

iii) Has recent experience or familiarity with current body of knowledge and medical practice;

iv) 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;

v) Is experienced in a clinical specialty consistent with the type of review to be conducted; and

vi) 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.

(B). **NON-CLINICAL SME's**

i). Arbitrators are required to maintain active membership in the American Arbitration Associate or the American Health Law Association.

ii). Attorneys must maintain an active license to practice law

iii). Medical Billing/Coders must have an active certification with AHIMA/AAPC.

iv). 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.

3) **MATERIAL CHANGES / SANCTIONS & DISCIPLINARY ACTIONS**

a) Once admitted to the panel, **SME shall <u>immediately</u> 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 SME's ability to perform his/her duties.

i) A "material change" includes, but is not limited to, any <u>sanction and/or disciplinary action</u> imposed by any state or federal agency (e.g., Board of Medical Examiners, Office of Inspector General, etc.).

ii) SME 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 SME's name, the nature of the sanction, and a

telephone number at which NMR can contact SME for additional information and/or clarification.

b) Upon request, SME shall send NMR a copy of any and all papers related to the sanction/disciplinary action. To ensure immediate verification of the sanction, the method of transmission shall be either facsimile or e-mail attachment.

4) **INDEPENDENT CONTRACTOR**

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

5) **FEES**

The fee to be paid to SME shall vary depending on the Assignment and shall be clearly conveyed to SME prior to SME's acceptance of an Assignment. SME 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 SME while performing the review.

6) INCENTIVES

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 SME.

7) HIPAA COMPLIANCE / CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

a) SME 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.

b) SME shall comply with 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 Clinical 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.

c) SME shall not share or delegate any passwords, logins, or other means of access to NMR data, with any third party.

8) PROPRIETARY INFORMATION

SME 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 SME to fulfill its obligations as set forth in this Agreement. SME shall not disclose NMR's proprietary information to anyone without the express written permission of NMR.

9) CONFLICT OF INTEREST

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

i) An ownership interest of greater than 5% with any of the parties;
ii) A material professional or business relationship with any of the parties;
iii) A direct or indirect financial incentive or compensation for a particular determination;
iv) The existence of incentives that promote the use of a certain product or service;
v) A known familial relationship with any of the parties; and/or
vi) Any prior involvement in the specific case under review.

b) As used in this document, a "party" shall include the following:

i) The client or referring entity;
ii) The health benefits plan or managed care plan under review;
iii) The consumer or the consumer's representative;
iv) The consumer's attending provider or any other health care provider currently or previously involved in the case;
v) The facility at which the recommended treatment would be, or has been, provided;
vi) The developer or manufacturer of the principal drug, device, procedure or other therapy being recommended for the consumer.
vii) Any officer, director or management employee of the client, referring entity, health benefits plan or managed care plan under review.

c) SME shall attest via signature on the "Conflict of Interest / Credentials/Knowledge/Experience Attestation," attached hereto as "Addendum B," that SME 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.

d) In addition, SME shall attest, via the designated mechanism for each Assignment, that SME does not have a conflict of interest for that particular Assignment. In the event that SME does identify a conflict of interest, SME 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.

10) INDEMNIFICATION

a) NMR shall indemnify, hold harmless and defend SME 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.

b) SME 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 SME's or his/her employees' or agents' gross negligence, intentional wrongdoing, bad faith, criminal conduct and/or fraud while in the performance of SME's obligations under this Agreement.

c) 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.

11) ASSISTANCE IN LITIGATION

a) 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, SME agrees to provide to NMR a copy of SME's records relating to the individual who is the subject of such action.

b) Pursuant to a subpoena or discovery request served upon SME by a third party, SME 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, SME shall make available the requested documents and/or SME's employee or agent to assist NMR in its defense of such claim or to testify in connection with the proceeding or action.

c) 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 SME for its reasonable out-of-pocket and travel costs or expenses excluding any counsel fees, related to SME 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.

12) NON-COMPETE CLAUSE

SME agrees that, *once he/she has performed a review for a particular NMR client on behalf of NMR,* he/she shall not – for the duration of the time that he/she contracts with NMR, and for twelve (12) months thereafter - directly contract with, or accept work *directly* from, that client for medical record reviews or examinations of any type. Nothing in this Agreement shall be interpreted as preventing SME from contracting with independent reviewer organizations other than NMR nor prohibit him/her from applying to any provider network.

13) DISPUTE RESOLUTION

a) The parties shall confer in good faith to resolve any problems or disputes that may arise under this Agreement.

b) Any dispute or controversy between the parties, including a fee dispute, shall be resolved in a court of competent jurisdiction in Bucks County, PA which the parties agree is the proper situs and venue for litigation.

14) TERMINATION OF AGREEMENT

a) 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, SME agrees to complete any Assignments being performed hereunder that are in progress at the time of termination.

15) MISCELLANEOUS

a) 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.

b) Amendment. NMR may amend any provision of this Agreement upon thirty (30) calendar days prior written notice to SME.

c) Assignment. This Agreement is not assignable by SME, and any attempted assignment shall be considered null and void.

d) 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.

e) 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.

f) 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.

g) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

h) 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.

i) 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.

j) 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.	**[SME Name and Address]**
Mr. Meredith Merlini, Vice President	_____
607 Louis Drive, Suite C	_____
Warminster, PA18974	_____
Phone: (215) 352-7800 / ext. 121	**Phone:** _____
Facsimile: (215) 352-7801	_____
Signature: _____	Signature: _____
Date: _____	Date: _____

ATTACHMENT 12

P&P Credentialing -
Credentialing & Recredentialing of Peer Reviewers

No. CORE-3 Credentialing & Recredentialing of Peer Reviewers

Responsibility:	Chief Medical Director and Director of Compliance, Regulatory Affairs & Quality Assurance
Department:	Credentialing
URAC Standards:	IR-1, IR-2, IR-3, IR-4 and IR-5 /IR-6
Effective Date:	05/17/2001
Last Reviewed:	05/05/2022
Last Revised:	10/20/2021

This policy shall be reviewed (and updated, as necessary) by the Quality Management Committee at least once every 12 months.

Policy:

To ensure 1) the availability of a qualified and ever-expanding database of peer reviewers ready and able to perform case reviews and 2) that all peer reviewers are qualified to perform case reviews in a manner consistent with URAC standards, and all applicable federal and state laws, rules and/or regulations.

Composition of the Panel:

1.1. The peer reviewer panel ("the panel") shall include physicians certified by the American Board of Medical Specialties (ABMS), the American Osteopathic Association Bureau of Osteopathic Specialists (AOABOS) or has a board certification by a Medical or Osteopathic general or specialty board accepted by a state or federal government entity of the U.S. or one of its territories (M.D. or D.O.). covering all specialties and subspecialties that coincide most appropriately with the needs of its clients. As such, the actual structure of the board will vary from time to time, as dictated by overall need and demand.

1.2. The panel shall also include health professionals and health care practitioners in areas such as acupuncture, chiropractic, dentistry, massage therapy, occupational therapy, optometry, oral and maxillofacial surgery, physical therapy, podiatry, psychology, social work, speech therapy, oriental medicine, and naturopathic medicine, as dictated by overall need.

1.3. The panel shall also include legal and/or health care contract/benefits professionals as well as trained arbitrators.

1.4. Panel members shall, at all-time be acting and performing as independent contractors. There shall be no employer-employee relationship as between the company and any member of the panel.

Admission to the Panel / Initial Credentialing:

2.1 An individual seeking to become a member of the panel shall demonstrate, to the Quality Management Committee's satisfaction, that s/he meets the following minimum qualifications;

2.1.1 Holds a post-secondary degree (i.e., any college, university, or nursing school diploma obtained after graduating from high school, such as a nursing diploma or associates, bachelors, masters, or doctorate degree) in health care and/or legal or contract related degree; or equivalent experience in health care benefit administration.

2.1.2 For health care professionals,

2.1.2.1 holds a current, valid and unrestricted license in at least one state to practice as a doctor of medicine (M.D.), as a doctor of osteopathic medicine (D.O.), **or** an appropriate ancillary specialty;

2.1.2.2 Holds current board certification (as applicable) in at least one specialty by a board approved by:

2.1.2.2.1 The American Board of Medical Specialties (M.D. or D.O.);
2.1.2.2.2 The American Osteopathic Association Bureau of Osteopathic Specialists (D.O.);
2.1.2.2.3 The American Board of Podiatric Surgery or American Board of Podiatric Orthopedics and Primary Podiatric Medicine (D.P.M.); or
2.1.2.2.4 Has board certification by a Medical or Osteopathic general or specialty board accepted by a state or federal government entity of the U.S. or one of its territories (M.D. or D.O.).
2.1.2.2.5 As a standard of excellence, NMR adheres to the following guidelines regarding these specialties:

NMR, does not require but encourages that General Dentists are board certified through the American Board of General Dentistry (D.D.S or D.M.D.) and that Dental specialists are board certified through the American Dental Association's

The National Commission on Recognition of Dental Specialties and Certifying Boards (D.D.S. or D.M.D.). https://www.ada.org/en/ncrdscb/specialty-certifying-boards

NMR requires that all Doctors of Chiropractic have received a "Certificate of Attainment" by the National Board of Chiropractic Examiners (D.C.).

2.1.2.3 Has recent experience or familiarity with current body of knowledge and medical practice;

2.1.2.4 Has a minimum of five (5) years full-time equivalent experience providing direct clinical care to patients;
2.1.2.5 For independent external reviews, the reviewer shall have three years of recent direct clinical care of patients.

2.1.3 For legal professionals. Holds a current, valid and unrestricted license in at least one state to practice law.
2.1.4 For arbitration professionals must have a current membership or proof of training by the American Arbitration Association, the American Health Law Association or the American Society for Administrative Professionals.

2.1.5 Is without any current substantive federal or state sanctions and/or disciplinary actions, and is currently not excluded from receiving payment under Medicare, Medicaid, and any federal employee benefit plan;

2.2 An individual seeking to become a member of the panel shall complete and submit an application package, which shall include:

2.2.1 A signed original "Reviewer Credentialing Application," including;
2.2.1.1 A complete accounting of current hospital staff privileges;
2.2.1.2 A complete license history of all state licenses held for the past five (5) years;
2.2.1.3 Length of time providing direct patient care; [IR-2(d)(i)] and
2.2.1.4 Dates indicating when direct patient care occurred. [IR-2(d)(ii)]
2.2.2 A current copy of the applicant's curriculum vitae;
2.2.3 A current copy of the applicant's license for each state in which s/he is licensed;

2.2.4 A current copy of the applicant's board certification(s);
2.2.5 A NPI Self-Query, and
2.2.6 A signed original "Consulting Services Agreement," including a 2nd Tier Business Associate Agreement and Conflict of Interest Attestation, which set forth the terms of service, as well as the obligations regarding such issues as confidentiality of consumer health information, conflict of interest, notice of material changes, etc.

2.3 Upon receipt of the completed application package, staff of the Credentialing Department (staff) shall:

2.3.1 Primary source verify the applicant's state license(s) and sanctions via state website, telephone, or U.S. mail, as applicable (see, P&P No. CORE-3B for web-sites);[IR-2(a)]
2.3.2 Primary source verify the applicant's board certification(s) via ABMS, AOABOS, ABPS, or ABPOPPM websites (see, P&P No. CORE-3B for web-sites); [IR-2(b)] and
2.3.3 Conduct on-line, name-specific OIG federal sanctions checks via OIG website (see, P&P No. CORE-3C for instructions). [IR-2(c)]

2.4 Staff shall review results of the primary source verifications and any concerns will be brought to the attention of the Director of Compliance, Regulatory Affairs and Quality Assurance. Should any further questions remain the Director of Compliance, Regulatory Affairs and Quality Assurance will bring those concerns to the Chief Medical Director for final review and consideration.

2.5 The applicant shall be notified, in writing, of his/her acceptance or non-acceptance to the panel. If approved, the notification letter/email shall include a welcome package, which will contain information on training, payment, etc.

2.6 A reviewer shall not be used prior to the verification of all the credentials listed above, except in the situation where an "Urgent Need Search" was conducted. For "Urgent Needs", at a minimum the reviewers state licensure and board certification must be primary source verified (See 2.3.1 and 2.3.2 above), an OIG search must be conducted (See 2.3.3 above) and the reviewer must sign a 2nd Tier Business Associate Agreement. Following the conclusion of the review, the reviewer must submit all of the information provided in 2.2 prior to acceptance on the reviewer panel. [IR-1(b)(i)]

Re-credentialing:

3.1 Once admitted to the panel, each reviewer's credentials shall be re-verified as follows:

3.1.1 **License**: Primary source verified upon expiration; a printout of the results of the verification shall be uploaded to the reviewer's file in URPP.

3.1.2 **Board certification**: Primary source verified upon expiration; a printout of the results of the verification shall be uploaded to the reviewer's file in URPP.

3.1.2.1 For reviewers with lifetime board certification, this must be documented in the reviewer's credentialing file on URPP.

3.1.3 **Sanctions / disciplinary actions**:

3.2 Staff shall conduct on-line, name-specific OIG federal sanction checks via OIG websites (see, P&P No. CORE-3C for instructions). [IR-2(c)] and upload the results of the primary source verifications and sanctions checks in the applicant's file in URPP at least once every three years during the recredentialing cycle.

3.2.1.1 **Federal** (OIG): The panel is checked against the OIG list on a monthly basis. If a reviewer's name appears on the OIG list, the reviewer's file is pulled for review by the QM Committee, and a copy of the OIG report is included in the reviewer's file. Otherwise, the collective OIG report is archived in the M:drive / "Credentialing" file / "OIG Sanctions Lists" subfile;

3.2.1.2 **State**: Checked when license is re-verified; the results of the verification shall be uploaded to the reviewer's file in URPP.

3.3 A reviewer shall not be assigned a case if his/her credentials have not been re-verified prior to expiration. [IR-1(c)]

Material Changes:

4.1 Once admitted to the panel, it shall be the reviewer's responsibility to notify the credentialing department as expeditiously as possible but no more than 30 days any time there is a material change to any of the information contained in the original application. However if the material change directly affects any aspect of the reviewer's ability to practice medicine, NMR shall be notified [IR-3(a)]

4.1.1 A "material change" shall include any modifications to the reviewer's:
- 4.1.1.1 Legal name;
- 4.1.1.2 Office address;
- 4.1.1.3 Office telephone number;
- 4.1.1.4 Office hours;
- 4.1.1.5 Professional license, license number or expiration date;
- 4.1.1.6 Board certification(s), certification number or expiration date; and/or
- 4.1.1.7 Geographic area(s) where the reviewer practices his/her specialty
- 4.1.1.8 Any sanctions and/or legal actions levied against the reviewer's ability to practice medicine.

Inactive Status: [IR-3(b)]

5.1 The following shall constitute just cause for placing a reviewer on inactive status, pending corrective action by the reviewer:

- 5.1.1 Temporary loss of professional licensure (e.g., failure to renew);
- 5.1.2 Temporary loss of board certification (e.g., failure to recertify);
- 5.1.3 Imposition of a substantive federal or state sanction or disciplinary action (e.g., placement on the OIG sanction list, etc.);
- 5.1.4 Failure to meet the company's case review standards (pending re-training); and/or
- 5.1.5 Failure to provide the company with requested credentialing documentation and/or material updates/changes that might adversely affect the reviewer's ability to perform his/her duties (pending submission of the documentation).

The decision as to whether to place a reviewer on inactive status for all reasons other than the existence of a federal or state sanction / disciplinary action shall be made by the Director of Compliance, Regulatory Affairs & Quality Assurance after consultation with the Chief Medical Director. The decision as to whether to remove a reviewer from the panel shall be made by the Quality Management Committee,

- 5.1.6 The decision as to whether to place a reviewer on inactive status for the existence of a federal or state sanction / disciplinary action shall be made by the QMC, following the procedures set forth in the section entitled "Substantive Federal or State Sanctions / Disciplinary Actions," below.

Dismissal from the Panel: [IR-3(b)]

6.1 The following shall constitute just cause for dismissal of a reviewer from the panel:

- 6.1.1 Permanent loss of professional licensure;
- 6.1.2 Permanent loss of board certification;
- 6.1.3 Imposition of a substantive federal or state sanction or disciplinary action (e.g., permanent placement on the OIG sanction list, etc.);
- 6.1.4 Failure to meet the company's case review standards (subsequent to re-training);

6.1.5 Failure or refusal to provide the requested credentialing documentation and/or material updates/changes that might adversely affect the reviewer's ability to perform his/her duties; and/or

6.1.6 Any material breach of any corporate policy, procedure and/or protocol including, but not limited to, any breach of confidentiality or failure to notify the company of any material conflict(s) of interest.

6.2 The decision as to whether to remove a reviewer from the panel for all reasons other than the existence of a federal or state sanction / disciplinary action shall be made QMC.

6.2.1 The decision as to whether to remove a reviewer from the panel for the existence of a federal or state sanction / disciplinary action shall be made by the QMC, following the procedures set forth in the section entitled "Substantive Federal or State Sanctions / Disciplinary Actions," below.

Substantive Federal or State Sanctions / Disciplinary Actions: [IR-3(b)]

7.1 An applicant possessing any current federal or state sanction and/or disciplinary action shall have his/her application presented to the Quality Management Committee (QMC).

7.1.1 Staff shall obtain as much information as possible regarding the sanction and shall submit that information, along with the entire application, to the Director of Compliance, Quality Assurance & Regulatory Affairs for inclusion on the next QMC meeting agenda

7.1.2 The QMC shall fully review and discuss the application, taking into consideration the severity, type and nature of the sanction / disciplinary action, and whether the existence of such should prevent the applicant from rendering utilization management reviews. If a majority of the QMC votes in favor of allowing the applicant to proceed, and if the applicant meets all of the other minimum qualifications identified herein, his/her application shall be approved

7.2 The decision as to whether to allow an existing reviewer that receives any federal or state sanctions and/or disciplinary actions to remain on active status, to be placed on inactive status, or to be dismissed from the panel entirely shall be made by the QMC.

7.2.1 Staff shall obtain as much information as possible regarding the sanction, and shall submit that information, along with the entire application, to the Director of Compliance, Quality Assurance & Regulatory Affairs for inclusion on the next QMC meeting agenda.

7.2.2 The QMC shall fully review and discuss the sanction, taking into consideration the severity, type and nature of the sanction, and whether the existence of such should prevent the applicant from rendering workers' compensation utilization management reviews.

7.2.3 The majority vote of the QMC members shall be binding.

ATTACHMENT 13

NMR Sample Determination Letter

DETERMINATION LETTER

Date

Claimant Name
Claimant Address

Re: New York State Workers' Compensation Dispute Resolution Program
SIF Claim#:
NMR #: N22-

Dear Mr./Ms. Claimant Last Name:

As the administrator of the New York State Dispute Resolution Program, National Medical Reviews, Inc. received a Workers' Compensation Dispute Resolution Program appeal from your Treating Physician. We have reviewed the medical records, documentation and disability determination provided by your Treating Physician and the Evaluating Physician. Based upon this review, we:

☐ Agree with your Treating Physician

☐ Agree with the Evaluating Physician

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

If you have any questions regarding this notice, please call 800-283-8196.

Sincerely,

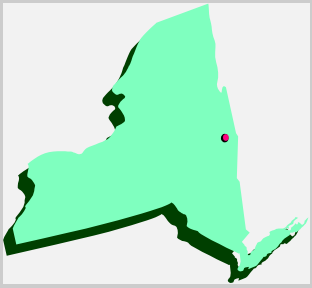
Meredith Merlini
Vice Present

cc: Employing Agency-
Treating Physician-
Evaluating Physician-
NYSCOPBA representative
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.
607 Louis Drive, Suite C
Warminster, PA 18974
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, who 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.
  607 Louis Drive, Suite C
  Warminster, PA 18974
  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

Agency Building 1

Empire State Plaza

Albany, NY 12239

WC/DRP/2-17

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 Form

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.
607 Louis Drive, Suite C
Warminster, PA 18974
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

No. CORE-6 Confidentiality of Protected Health Information (PHI) and Confidential Business Information

Responsibility:	Director of Compliance, Regulatory Affairs & Quality Assurance
Department:	Compliance
URAC Standards:	Cores 1-5, 1-6, 1-7, and 1-8
Effective Date:	06/30/1996
Last Reviewed:	05/05/2022
Last Revised:	02/23/2022

This policy shall be reviewed (and updated, as necessary) by the Quality Management Committee at least once every 12 months, or more frequently as necessary to maintain compliance with HIPAA standards.

Policy:

To establish a mechanism to protect and safeguard the confidentiality of protected health information and confidential business information from any unauthorized intentional or unintentional use or disclosure.

1. Definitions

1.1. **"Breach"** as defined at 45 CFR §164.402 means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under this part which compromises the security or privacy of the protected health information.

1.1.1. For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

1.1.2. A use or disclosure of protected health information that does not include the identifiers listed at § 164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information.

1.1.3. Breach excludes:

1.1.3.1. Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of this part.

1.1.3.2. Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under subpart E of this part.

1.1.3.3. A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

1.2. "**Confidential Business Information**" includes but not limited to client lists, financial information, pricing policies, advertising and public relations strategies, software and hardware programs, supplier lists, marketing strategies, training materials, and policies & procedures, etc.

1.3. "Electronic media" as defined at 45 C.F.R. §160.103, means 1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or 2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet (wide-open), extranet (using Internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic

media, because the information being exchanged did not exist in electronic form before the transmission.

1.4. "Electronic protected health information" as defined at 45 C.F.R. §160.103, means information that is transmitted by electronic media or maintained in electronic media.

1.5. "Individual" as defined at 45 C.F.R. §160.103, means the person who is the subject of protected health information.

1.6. "Individually identifiable health information" as defined at 45 C.F.R. §160.103, means information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and i) that identifies the individual; or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.7. "Protected health information" or "PHI" as defined at 45 C.F.R. §160.103, means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

1.8. "Staff" or "Workforce" means employees, volunteers, trainees, and other persons whose conduct is under the direct control of Company. Staff or Workforce does not include independent contractors.

1.9. "Unsecured Protected Health Information" as defined at 45 CFR §164.402 means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

2. Confidentiality Requirements:

2.1. Company, its staff, independent contractors (i.e., peer clinical reviewers, IT consultants, etc.), committee members, and board members are expected to treat all PHI and confidential business information collectively referred to as "Confidential Information" in any form (paper, electronic, verbal, etc.) as confidential in accordance with government regulations, professional ethics, legal requirements and accreditation standards and shall use all appropriate safeguards to protect the confidentiality of and prevent the unauthorized use or disclosure of confidential information.

2.1.1. Confidential Information shall be used only for the purposes necessary for conducting business (e.g., case reviews, independent medical exams, quality management, etc.), and access shall be limited to only those staff, independent contractors, committee members and board members who need access to the information to perform related job tasks.

2.1.1.2 All recorded meetings shall be treated as PHI and will be kept confidential in the same manner as other forms of media. All hearings will begin with notification to all parties that the hearing is being recorded. Each party will be provided the reason for the recording as well as be provided the opportunity to object to said recording. Reasons for recording the meeting will be based on the regulatory requirements associated with each individual meeting.

2.1.2. Only the reasonable minimum necessary information will be accessed or released.

2.1.3. Except as permitted in 2.1.1, Confidential Information will not be disclosed, released or published without prior written consent or as otherwise required by law.

2.1.4. Pursuant to 45 C.F.R. §164.512, "[a] covered entity may disclose PHI as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault."

2.2. The government regulations include but are not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Parts 160, 162 and 164, and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), 45 C.F.R. art 160.103; 42 USC §17931, 17932, 17935 and 17938 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.

3. Confidentiality Acknowledge/Statement

3.1. Prior to performing any work for Company and prior to any access to Confidential Information, all staff, officers, committee members, and board members are required to read and sign a copy of the "Confidentiality Agreement". This agreement shall clearly identify obligations regarding the confidentiality of PHI and/or other confidential consumer health information.

3.2. Prior to performing any services for Company, all independent contractors are required to read and sign a copy of the "Consulting Services Agreement (Peer Clinical Reviewers)" and the "Second Tier Business Associate Agreement". These agreements shall clearly identify the peer clinical reviewer's obligations regarding the confidentiality of PHI and/or other confidential consumer health information.

3.3. Prior to performing any services for its contract clients, Company shall execute copies of both the "Consulting Services Agreement" and "Business Associate Agreement." These agreements shall clearly identify Company's obligations regarding the confidentiality of PHI and/or other confidential consumer health information.

4. Training

4.1. All employees are required to be trained on policies and procedures regarding confidentiality and PHI to the extent necessary for each individual member to carry out their assigned functions, REFER to P&P No. CORE-13 HUMAN RESOURCES - Staff Training.

5. Sanctions

5.1. Pursuant to 45 C.F.R. 164.530 e (1) & (2), significant unauthorized or improper release of PHI or other confidential business information may result in disciplinary action up to and including termination of employment, civil fines and/or penalties, and/or criminal sanctions, lawsuits and judgments against the employee and/or company for civil and/or criminal damages.

6. Reporting

6.1. Employees who believe they have observed or become aware of a violation of this policy should report it to their immediate supervisor, Vice President, or the Director of Compliance, Regulatory Affairs and Quality Assurance.

ATTACHMENT 17

P&P Information Security - Information Security Policy

National Medical Reviews, Inc.
Policies & Procedures
CORE

No. CORE- 17 Information Security Policy

Responsibility:	Director of Information Systems
Department:	Information Systems
URAC Standards:	Cores 13, 14, 15 and 16 (Information Security Policy) IR-CORE 1-5 through 1-8 (Equipment Maintenance Guidelines) IR-CORE 1-5 through 1-8 (Change Management Guidelines)
Effective Date:	02/01/2010
Last Reviewed:	10/15/2021
Last Revised:	10/15/2021

This policy shall be reviewed (and updated, as necessary) by the Quality Management Committee at least once every 12 months, or more frequently as necessary to maintain compliance with HIPAA standards.

Contents

1. Introduction

1.1. Purpose

National Medical Reviews, Inc. (also referred to as the Company) has the explicit objective to develop and implement this written information security program ("WISP" or "ISP") to establish mechanisms to identify and prevent the compromise of information security in order to protect and safeguard the security of information systems that contain protected health information and/or confidential business information from any unauthorized intentional or unintentional use or disclosure. This document is designed to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (Public Law 104-191), the HIPAA Privacy Rule (Privacy Rule) (45 C.F.R. Parts 160 and 164), the HIPAA Security Rule (Security Rule) (45 C.F.R. Parts 160, 162 and 164) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act) (45 C.F.R. Part 160.103; 42 USC §17931, 17932, 17935 and 17938).

The ISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting sensitive information.

1.2. Confidentiality Policy and Procedure Incorporation

Company has developed a Confidentiality Policy and Procedure and Confidentiality of Business Information which policy is incorporated by reference herein. For the purpose of this ISP, sensitive information is information that is not lawfully available to the public and could be used to damage or fraud our employees, clients, customers, partners, other approved business designee, or business in general.

This information includes the following, but is not limited to:

1.2.1. Personal identifiable information ("PII") most commonly used to commit identity theft and similar crimes, such as a person's name, and any of the following:

1.2.1.1. Personal identification, including a number or other identifying information from social security, state ID card, driver's license, passport, or employee ID.

1.2.1.2. Financial account identification, including bank account number or credit card number.

1.2.1.3. Other identifying information to access financial accounts or non-public records.

1.2.1.4. Employee records including payroll, pension, and insurance.

1.2.1.5. Business-private information for legitimate business purposes, including business plans, vendor and customer lists, contracts, and account information of vendors, clients, and customers.

1.2.1.6. Financial transactions with our clients, employees and vendors including checks and ACH transfers.

1.2.1.7. Any information associating a client with clinical/health data.

"PII" shall not include information that is lawfully obtained from publicly available information, or from federal, state, or local government records lawfully made available to the public.

1.3. Applicability

Security policies apply to all information assets, processes, and personnel, including staff, consultants, contractors, temporaries, clients, or vendors. All Company employees and authorized designees are responsible for maintaining Security in their daily work.

1.4. Compliance
Compliance with Security policies is mandatory. If an individual violates the provisions in any Security policy, either by oversight, negligence, or intent, the Company reserves the right to take appropriate measures such as disciplinary action, dismissal, legal prosecution, claims for compensatory damages, or other actions as deemed appropriate.

1.5. Exceptions
Exceptions must be sought only when necessary. All requests for exceptions must be formally submitted to immediate supervisor, along with reason and extent of time for which the exception is sought. Exceptions to any policy must be approved by the Director of Information Services (DIS). All exceptions to policies must be approved for a limited duration of time and require re-approval if the exception is necessary for further duration. All exceptions to policies must be formally recorded, tracked, and reviewed by Human Resources (or appropriate designee).

1.6. Policy Administration
Security policies will be reviewed by DIS as often as necessary, but no less than annually. Additional policies may be issued, as needed, and will be incorporated into this overall policy framework.

1.7. Definitions
The following words as used herein shall, unless the context requires otherwise, have the following meanings:

1.7.1. **Electronic** – relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

1.7.2. **Encrypted** – the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

1.7.3. **Record or Records** – any material upon which written, drawn, spoken, visual, or electromagnetic information or images are recorded or preserved, regardless of physical form or characteristics.

1.7.4. **Policy -** a statement or guiding principle to set direction for execution of the organization’s business strategies, objectives, and operations.

1.7.5. **Standards** – rules indicating how hardware and software should by implemented, used, and maintained. Standards provide a means to ensure that specific technologies, applications, parameters, and procedures are carried out in a uniform way across the organization.

1.7.6. **Procedure** - a series of steps to be followed as a consistent and repetitive approach or cycle to accomplish a result.

1.7.7. **Process –** a continuous action, operation, or series of changes taking place within the organization.

2. Roles and Responsibilities of Workforce Members

Name	Position	Email	Phone
Meredith Merlini	Vice President	mmerlini@nmrusa.com	215-352-7800 Ext.121
Sarah O'Hara	Director of Compliance, Regulatory Affairs and Quality Assurance	sohara@nmrusa.com	215-352-7800 Ext.116
Mark Jordan	Director of Information Systems	mjordan@optistartech.com	339-499-1276
William Herron	Information Security Professional	wherronwherron@optistartech.com	720-778-0030
Eugene Rankin	Security Forensics Engineer	erankin@optistartech.com	316-221-2828
Adam Lorenger	IT Service Desk Manager	alorenger@optistartech.com	720-576-24477
	IT Service Desk	support@optistartech.com	888-782-9993 option 2

2.1. Vice President
The Vice President oversees all day-to-day operational activities of the Company which includes the physical plant and security issues/operations. The Vice President is responsible for designing and maintaining all corporate information and communication system databases.

2.2. Director of Compliance, Regulatory Affairs and Quality Assurance
The Company has established a Compliance Officer (also commonly known as a "Privacy Officer") as required by HIPAA. This Compliance Officer will oversee all ongoing activities related to the development, implementation, and maintenance of the Company privacy policies in accordance with applicable federal and state laws.

2.3. Director of Information Systems (DIS)
The DIS oversees the Company's information technology and cyber security program.

2.4. IT Manager
The IT Manager, among other things, reviews the information security strategy, findings, and recommendations with the Vice President and Compliance Officer on a quarterly basis.

2.5. Information Security Professional
Implements and executes on the security program, developed by the DIS and reports findings and recommendations to the IT Manager for quarterly review.

2.6. Security Forensics Engineer
Investigates and reports on all security incidents.

2.7. IT Service Desk Manager
Manages the IT Service Desk personnel and is a point of escalation for Service Desk related activities and requests.

2.8. IT Service Desk
Triages and manages all requests related to user account administration, security incidents, phish alerts, etc.

2.9. Users
Any person authorized to access an information resource.

2.10. The Security and Compliance Team

The Vice President, Director of Compliance, and IT Manager compromise the Security and Compliance Team ("SCT"). The SCT will meet quarterly to discuss security issues and to review concerns that arose during the quarter. The SCT will identify areas that should be addressed during annual training and review/update security policies as necessary. If the IT Manager is unavailable, the DIS will meet instead.

The SCT will address security issues as they arise and recommend and approve immediate security actions to be undertaken. It is the responsibility of the SCT to identify areas of concern within the Company and act as the first line of defense in enhancing the security posture of the Company.

The Compliance Officer (PO) or other assigned personnel is responsible for maintaining a "strategic technology plan" which incorporates security enhancements and features that have been implemented to further protect all sensitive information and assets held by the Company. This plan will also be reviewed during the quarterly meetings.

3. Employee Responsibilities

The first line of cyber defense in data security is the individual Company user. Company users are responsible for the security of all data which may come to them in whatever format. The Company is responsible for maintaining ongoing training programs to inform all users of these requirements.

For the purposes of cyber defense, users are responsible for:

3.1. Adhering to policies, guidelines and procedures pertaining to the protection of confidential information.

3.2. Reporting actual or suspected vulnerabilities in the confidentiality, integrity or availability of confidential information to it to their immediate supervisor, Vice President, or the Director of Compliance, Regulatory Affairs & Quality Management.

3.3. Reporting actual or suspected breaches in the confidentiality, integrity or availability of confidential information to it to their immediate supervisor, Vice President, or the Director of Compliance, Regulatory Affairs & Quality Management.

3.4. Users should inform the appropriate Company personnel when the user's software does not appear to be functioning correctly. The malfunction - whether accidental or deliberate - may pose an information security risk. If the user, or the user's manager or supervisor, suspects a computer virus infection or security breach of any nature, the Company computer virus/breach policy should be followed, and these steps should be taken immediately:

3.4.1. Stop using the computer
3.4.2. Do not carry out any commands, including commands to <Save> data.
3.4.3. Do not close any of the computer's windows or programs.
3.4.4. Do not turn off the computer or peripheral devices.
3.4.5. Report the issue immediately.

3.5. Reports of security incidents shall be escalated as quickly as possible. Each member of the Company SCT must inform the other members as rapidly as possible. The Incident Response Plan should then be followed.

4. Education and Awareness

4.1. All employees are required to be trained on policies and procedures regarding Information Security to the extent necessary for each individual member to carry out their assigned functions, Refer to NMR P&P No. Core-13 Human Resources - Staff Training.

4.2. All employees are also required to participate in the cyber security awareness training program which consists of:

4.2.1. Annual, mandatory, certification course
4.2.2. Monthly interactive training reinforcement
4.2.3. Read weekly cyber security tips via email
4.2.4.Mandatory video trainings are required upon the failure of any phishing simulation
4.2.5. Mandatory small group or one on one trainings are required when failing any consecutive phishing simulations, or repeated failed phishing simulations

4.3. Information Security Professional to administer and manage the above stated cyber security awareness training program.

5. Access Controls

5.1. To ensure data integrity, only those staff whose job function requires access to Company's computer networks shall actually have access to the networks.

5.1.1. All employees shall be given access to data based on their role in the company.
5.1.2. Each role has a corresponding Windows Security Group to which they will be added.
5.1.3. Some staff members shall have more than one role and thus shall be part of multiple security groups.
5.1.4. The following Windows Security Groups / Roles exist:
5.1.4.1. Exec Team
5.1.4.2. Financial
5.1.4.3. Accounting
5.1.4.4. Human Resources
5.1.4.5. Credentialing
5.1.4.6. Marketing
5.1.4.7. Operations Team
5.1.5. The group membership shall be reviewed by the SCT on an annual basis.

5.2. User Registration

5.2.1. Access shall be granted by means of a unique and confidential username and password system.
5.2.2. Usernames and passwords are issued to staff on or near their date of hire and are required in order to gain access to all Company networks and workstations. All passwords are restricted by a corporate-wide password policy to be of a "Strong" nature. This means that all passwords must conform to restrictions and limitations that are designed to make the password difficult to guess. Users are required to select a password in order to obtain access to any electronic information both at the server level and at the workstation level. When passwords are reset, the

user will be automatically prompted to manually change that assigned password or guided through the process

5.2.3. Password complexity requirements must:

5.2.3.1. Be at least eight (8) characters long

5.2.3.2. Not be based on the user account name.

5.2.3.3. Contain characters from three of the following four categories:

5.2.3.3.1.1. Uppercase alphabet characters (A–Z)

5.2.3.3.1.2. Lowercase alphabet characters (a–z)

5.2.3.3.1.3. Arabic numerals (0–9)

5.2.3.3.1.4. Nonalphanumeric characters (for example, !$#,%)

5.2.4. Passwords must be changed at least every 60 days.

5.2.5. Passwords shall not be displayed or made visible on any computer screen during the login process.

5.2.6. Passwords shall be changed immediately upon any known or suspected system breach.

5.2.7. Passwords shall not be recorded in system activity audit trails.

5.2.8. The User may NOT reuse the same password or the root of the past six (6) passwords.

5.2.9. Unique Passwords - Users must NOT re-use any passwords for any system or service. This includes small variations (For example: MountainT0p01, MountainT0p02).

5.2.10. Restrictions on Sharing Passwords - Passwords shall not be shared, written down on paper, or stored within a file or database on a workstation and must be kept confidential.

5.2.11. Restrictions on Recording Passwords - Passwords are masked or suppressed on all online screens and are never printed or included in reports or logs. Passwords are stored in an encrypted format.

5.3. Each computer shall automatically engage a password-protected screensaver after five (5) minutes of keyboard inactivity. Entry of the staff member's password shall be required in order to disengage the screensaver once it has been activated.

5.4. System access shall be denied after three (3) unsuccessful login attempts. After verifying the staff member's credentials and authorization, the IS system administrator shall then reset the staff member's password.

5.5. Upon termination of an employee, whether voluntary or involuntary, a member of the SCT will notify the IT Service Desk immediately.

5.5.1. Employee Terminations Procedures shall be executed at the exact time of employee termination or departure. User ID's and passwords shall be rendered inaccessible immediately upon a staff member's termination (voluntary or involuntary) or when their job function no longer requires access to the Company computer networks.

5.6. Computer workstations shall be logged off before staff leaves their workstations for the day.

5.7. Staff workstations shall be encrypted by means of Bitlocker to protect data at-rest from unauthorized access and/or theft.

5.8. Multi-factor authentication (MFA) is deployed to all employees and used as an identity validation tool.

5.8.1. User authentication logs are reviewed regularly.

5.8.2. Any anomalous activity is investigated immediated upon discovery.

6. Electronic Communication, E-mail, Internet Usage

As a productivity enhancement tool, The Company encourages the business use of electronic communications. However, all electronic communication systems and all messages generated on or handled by Company equipment and systems are considered the property of the Company – not the property of individual users. Consequently, this policy applies to all Company employees and contractors,

and covers all electronic communications including, but not limited to, telephones, e-mail, voice mail, instant messaging, Internet, fax, personal computers, servers and information systems.

6.1. Internet Transmissions / E-Mails

6.1.1. All outgoing e-mails containing Protected Health Information (PHI) shall be sent via a secure means. Types of secure means include:

6.1.1.1. Secure links or invitations to a web application or system protected by SSL web interface

6.1.2. Any EHR or PHI data must be encrypted at rest and during transmission

6.1.3. Outgoing e-mails shall not contain any specific information (e.g., name, address, social security number, etc.) or any references that would allow an unintended recipient to easily identify the covered person. The preferred method of individual identification shall be by case identification number.

6.1.4. Internet and/or e-mail transmissions shall be sent only to those individuals or entities authorized to receive the information (e.g., independent contractors, referring entities, etc.). The e-mail address of the intended recipient shall be double-checked prior to initiating the transmission.

6.1.5. All outgoing e-mails shall be accompanied by a confidentiality clause that states:

6.1.5.1. *This e-mail, including any attachments, is private and confidential and contains information intended to be conveyed only to the designated recipient(s). If you are not an intended recipient, please delete this e-mail, including any attachments. The unauthorized use, dissemination, distribution or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. If you have received this in error, please contact the sender and delete the material from your computer.*

6.2. Facsimile Transmissions

6.2.1. Facsimile transmissions shall be sent only to those individuals or entities authorized to receive the information (e.g., independent contractors, referring entities, etc.). The facsimile number of the intended recipient shall be double-checked prior to initiating the transmission.

6.2.2. All outgoing transmissions shall be accompanied by a cover sheet, which shall be addressed to the personal and confidential attention of the intended recipient. The cover sheet shall contain the following statement:

6.2.2.1. ***CONFIDENTIALITY NOTICE:*** *This Facsimile transmission is intended only for the addressee shown above. It may contain information that is privileged, confidential or otherwise protected from disclosure. Any review, dissemination or use of this transmission or any of its contents by persons other than the addressee is strictly prohibited. If you received this fax in error, please call us immediately upon receipt at (215-352-7800) so that the error may be corrected. Thank you for your cooperation.*

6.2.3. The cover sheet shall not contain any specific information (e.g., name, address, social security number, etc.) or any references that would allow an unintended recipient to easily identify the covered person. The preferred method of identification shall be by case identification number.

6.2.4. Recipients of facsimiles shall be notified in advance of transmissions, so that they may be personally available to receive the documents. Prior notification shall not be necessary if the recipient has assured Company that all facsimile transmissions are received in a secure, non-public location or are delivered to a secure facsimile server.

6.2.5. Company shall maintain secure facsimile servers, which shall receive and store all facsimile transmissions during those times that staff is absent from the office (e.g., nights, weekends, holidays, etc.).

6.3. Telephonic and Other Verbal Transmissions

6.3.1. Prior to engaging in any telephonic transmission (e.g., land line, cellular, satellite, etc.) the individual shall confirm that the party with whom they are speaking is authorized to receive the information.

6.3.1.1. Staff shall request the following information to verify identity

6.3.1.1.1. Patient Name

6.3.1.1.2. Patient Date of Birth

6.3.1.1.3. If applicable, the unique claim number specific to the claim/patient

6.3.1.2. Staff shall identify themselves as follows:

6.3.1.2.1. Name

6.3.1.2.2. Title / Professional Qualifications

6.3.1.2.3. Certification Number, if applicable

6.3.2. Conversations regarding a covered person's health information shall be strictly limited to those individuals who have a legitimate need to know (e.g., the Initial Clinical Reviewer / Review Coordinator, and/or Associate/Chief Medical Director involved in processing the review, the peer clinical reviewer, authorized health plan personnel, etc.).

6.3.3. Under no circumstances shall conversations regarding a covered person's health information take place outside of Company's offices (e.g., hallways, elevators, restrooms, parking lot, etc.).

7. Types of Documents

7.1. Paper Documents

7.1.1. All paper documents pertaining to a case review shall be maintained in an individual case file until uploaded into UR Peer Port. The case file's exterior shall identify the covered person only by his / her last name and case identifier number.

7.1.1.1. Case files are the responsibility of the initial clinical reviewer/Review Coordinator and shall remain at the employee's desk unless specifically requested and removed by the Chief Medical Director, an Associate Medical Director, or other staff member authorized to review the case materials.

7.1.1.2. Only one case file shall be open on an individual's desk at a time. In the event that a visitor is being escorted through the office, the case materials shall either be returned to the file or shall be turned face down on the individual's desk so that no PHI is visible.

7.1.1.3. Case files shall not be taken home or otherwise removed from the office unless approved by authorized personnel or sent via bonded courier in a sealed container.

7.1.1.4. PHI shall not be left unsecured during non-normal business hours. All paperwork and case files shall be secured in locked drawers or cabinets before staff leave their workstations for the day.

7.1.2. All photocopies and other paper documents containing PHI that are to be destroyed shall be deposited into the on-site locked shred bins that are located on Company's floor. Company currently employs the services of a professional shredding service, which physically collects the secured bins and then contractually ensures the confidential and complete destruction of all information contained therein. On a monthly basis, the shredding company transports the secure bins to a secure mobile shredding vehicle where shredding takes place on site. This vehicle is equipped with a video/camera system.

7.1.2.1. The shredding company's professional employees are bonded and insured and must pass both a criminal background check and a drug screening prior to employment. They are also required to sign a Confidentiality Agreement upon hiring, stating that they will not misappropriate any confidential customer materials. Any breach of these criteria

will result in immediate termination. In addition, their customer service representatives are properly licensed uniformed and wear ID badges for easy identification.

7.2. Electronic Documents

7.2.1. Electronically received documents and scanned documents containing PHI are either maintained in secure, cloud file server system or in the web hosted secure review processing portal.

7.2.1.1. **Cloud File Server System:** The case file shall identify the covered person only by his/her last name and case identifier number.

7.2.1.2. **Web Review Processing Portal:** All files are stored in read-only format in the web portal. User access is authorized and monitored. Users are unable to download files from the portal without expressed written permission from prior request pertaining to that particular instance.

7.2.2. No PHI or other confidential business information shall be stored, processed, or transmitted on any portable device or storage media, unless encrypted.

7.2.3. Electronic case files shall not be taken home or otherwise removed from the office unless approved by authorized personnel using an approved encrypted device or sent via bonded courier in a sealed container.

7.2.4. Access to electronic documents shall be limited to authorized staff, on a need-to-know basis.

8. Record Retention and File Destruction

8.1. At the completion of a case review, the case file shall be archived in a secure area (e.g., the physical hard-copy file may be scanned into an electronic database (and the physical file then immediately placed in a shred bin), or the physical hard-copy file may be locked in a file room or a secure off-site storage facility).

8.1.1. Case files shall be retained electronically for a period of not less than 10 years, unless otherwise required by federal or state law to be held for a different period of time. Access to archived files shall be limited to authorized personnel only. Records to be archived shall include, but are not limited to, the following:

8.1.1.1. All documentation relating to the review;

8.1.1.2. The decision regarding each identified issue;

8.1.1.3. The name, credentials, and specialty of the reviewer(s);

8.1.1.4. Medical evidence and information considered during the review;

8.1.1.5. References to any medical literature, research data, or national clinical criteria upon which the decision was based;

8.1.1.6. A copy of the relevant policy language of the insurer, including any relevant contractual definition of “medical necessity”;

8.1.1.7. A copy of the adverse determination or coverage denial that required resolution, and the internal appeal decision; and

8.1.1.8. A copy of all correspondence and communication between Company, the reviewer(s), and any other person regarding the review, including a copy of the final decision letter.

8.1.2. All files shall be destroyed once the retention period has ended. Files shall be destroyed using a method that ensures complete eradication of the PHI contained therein.

8.1.2.1. Paper files shall be physically shredded. Company currently employs the services of a professional shredding service, which contractually ensures the confidential and complete destruction of all information.

8.1.2.2. All electronic files and computer hard drives shall be disposed of in accordance with current U.S. Department of Defense guidelines.

8.1.3. Company shall maintain written documentation of document destruction including the date and method of destruction.

9. Data Protection

9.1. Sources of electronic, business critical data and PHI data shall be identified and documented ("Scoped Data").
9.2. Scoped Data shall be protected using redundant information systems and servers coupled with data backups.
9.3. Data Backup shall incorporate data/record retention policies.
9.4. A Backup and Disaster Recovery solution shall be employed to ensure the accessibility to Scoped Data within a recovery time objective of 1 business day or less.
9.5. Scoped data, redundancy, data backups and backup and disaster recovery solution all comprise the data protection plan.
9.6. The data protection plan shall be reviewed by the SCT on a quarterly basis.

10. Cyber Security and Maintenance

10.1. Firewall Monitoring

10.1.1. Firewalls to be monitored 24 x 7 for intrusion detection system alerts
10.1.2. Ongoing scan of security logs for hackers and other security threats, such as rogue programs trying to make outbound connections to exploit sensitive information, and frequent port scans from a particular external IP address.
10.1.3. Firewalls rules to be automatically adjusted based on routine scans and alerts

10.2. Firewall Hardware Replacement

10.2.1. Automatic hardware upgrades when new firewall models become available (checks performed every 36 months)

10.3. Firewall Maintenance

10.3.1. Security log files rotated, archived and retained for 7 years
10.3.2. Firmware updated on an annual basis
10.3.3. Warranty and support services will be kept current at all times

10.4. Gateway Security Service Maintenance

10.4.1. Gateway security service status to be monitored and repaired if there is a problem detected
10.4.2. Gateway security service subscription to be kept active at all times
10.4.3. Security settings to be routinely adjusted based on threat analysis

10.5. Server Monitoring and Maintenance

10.5.1. All servers will be monitored 24x7 for the following, but not limited to:

10.5.1.1. Status of hardware components and stability
10.5.1.2. Windows Services are operating properly.
10.5.1.3. Disk space
10.5.1.4. Disk space consumption rate
10.5.1.5. Critical Event log entries that could cause instability and crashes
10.5.1.6. Performance
10.5.1.7. Antivirus status
10.5.1.8. Backup status
10.5.1.9. Unauthorized log-in attempts

10.5.2. Driver and firmware on server components to be updated no less than annually.

10.5.3. Server Logs will be rotated and archived on a monthly basis

10.6. Workstation Monitoring and Maintenance

10.6.1. All workstations will be monitored 24x7 for the following, but not limited to:

10.6.1.1. Status of hardware components and stability
10.6.1.2. Windows Services are operating properly.
10.6.1.3. Disk space
10.6.1.4. Disk space consumption rate
10.6.1.5. Critical Event log entries that could cause instability and crashes
10.6.1.6. Antivirus status
10.6.1.7. Backup status (if required)
10.6.1.8. Unauthorized log-in attempts

10.7. Network Monitoring

10.7.1. Network will be monitored 24x7 for the following, but not limited to:

10.7.1.1. Internet outages
10.7.1.2. Bandwidth usage
10.7.1.3. IT Asset inventory changes

10.7.2. Firmware on switches, routers, gateways and other network equipment to be updated no less than on an annual basis

10.8. Software asset inventory changes will be monitored quarterly

10.9. Endpoint Protection

10.9.1. All computers and servers shall be equipped with anti-virus and other defensive software, so as to protect the system from malware (e.g., worms, viruses, Trojan horses, etc.) and proactively managed by the IT team.

10.9.2. Antivirus status will be monitored to ensure all are running the latest definitions

10.9.3. Antivirus software will be upgraded when a new version has been released

10.9.4. All computers and servers will be scanned on a regular basis

10.9.5. Threats that the SOC are alerted to will be responded to immediately

10.10. Advanced Endpoint Protection

10.10.1. Web Security shall be configured on all computers

10.10.1.1. Web security is designed to stop users from accidentally visiting malicious sites, including those pushing malware, phishing, proxies, spyware, adware, botnets etc.

10.10.2. Web Filtering shall be configured on all computers

10.10.2.1. Web filtering is customized browsing policies that filter certain websites and web services from access. Proactive internet access controls can protect the business from legal liability and reduce the risk of a security breach.

10.10.3. A firewall shall be enabled on each computer

10.10.3.1. A firewall helps prevent unauthorized access to your computer and network.

10.10.4. Anti-Phishing shall be configured for each computer

10.10.4.1. Anti-Phishing blocks many phishing attacks before they hit a user's mailbox.

10.10.5. Vulnerability Shield shall be configured for each computer

10.10.5.1. Protects against vulnerabilities for which a patch has not yet been released or deployed.

10.10.6. Botnet Protection shall be configured on each computer

10.10.6.1. Protects against infiltration by botnet malware – preventing spam and network attacks launched from the endpoint.

10.10.7. Device Control shall be configured on each computer

10.10.7.1. Ability to create security policies on how external devices such as thumb-drives, CD/DVDs are used.

10.11. Ransomware

10.11.1. A Ransomware attack uses a crypto-virus that encrypts your entire hard drive making it impossible to access or recover files, and in some cases use the system at all.

The only recourse available to a Ransomware attack is a good backup. The best way to prevent a Ransomware attack from infiltrating your computer(s) is Security Awareness Training for all users.

10.12. Computer Updates

10.12.1. All computers will receive the most recent critical updates within seven (7) days of being released

10.12.2. Computer update status will be reviewed by SCT on a quarterly basis

10.13. Dark Web Monitoring

10.13.1. Company domain(s) will be monitored 24x7 for personal information, username and passwords compromised on the dark web

10.13.2. Users will be contacted immediately and provided steps to remediate by changing passwords using good password selection process

10.14. Vulnerability Scans

10.14.1. Internal and external vulnerability scans will be performed on a quarterly basis.

10.14.2. Identified vulnerabilities will be added to strategic technology plan and reviewed by SCT on a quarterly basis

10.14.3. Vulnerabilities will be assessed and remediated no less than a quarterly basis

10.14.4. Third party risk assessors may be requested to perform risk assessments on an as needed basis

10.15. The Vice President or the IT system administrator shall perform routine system maintenance daily. The system backup shall be performed in accordance with IT standard operating procedures.

10.16. This policy shall apply to all computer systems and communication networks (local and/or remote) utilized by Company.

10.17. Refer to NMR P&P Core-17C Network Backup and Disaster Recovery Policy and Business Continuity Plan for more information on Network Backup and Disaster Recovery.

10.17.1.1. Security Incident & Event Monitoring (SIEM) systems to help detect and prevent network breaches.

11. Physical Plant Security

11.1. Physical access to Company's offices shall be limited to authorized staff, independent contractors, committee members, and board members.

11.2. Visitor ingress shall be limited to one door, which may only be accessed via the reception area. The door leading from the reception area to the offices shall be equipped with a self-locking mechanism which shall be controlled by the receptionist.

11.3. All visitors shall be greeted by the receptionist, who shall ensure that each visitor signs the visitor logbook, indicating the visitor's times of arrival and departure.

11.4. All visitors shall remain in the lobby until such time as they are accompanied by the receptionist or other staff to a secure conference room or office.

11.5. If a visitor is to be left alone in a conference room, staff shall first ensure that the room is completely devoid of any PHI.

11.6. If a visitor is to be left alone in a staff member's office, staff shall ensure that the computer screen has been locked down and that all PHI is secured in a locked drawer or cabinet before leaving the office.

11.7. Delivery personnel/service providers who require access to Company's offices (e.g., copy machine paper deliveries, collection of shred bins, copy machine repair, etc.) shall be escorted by a staff member at all times during the course of their delivery or service call.

11.8. The network server room shall be kept locked at all times. Access shall be limited to the Vice President, or authorized personnel.

11.9. The network server room shall be kept at a temperature that will protect the equipment from excessive heat.

12. Security Incident Response

12.1. In the event of corruption of data, disaster, accidental deletion and any other unforeseen event, refer to NMR P&P Core-17C Network Backup and Disaster Recovery Policy and Business Continuity Plan.

12.2. In the event of any situation not covered under the NMR P&P Core-17C Network Backup and Disaster Recovery Policy and Business Continuity Plan, please refer to the NMR Security Incident Response Policy.

13. Audit/Reporting Audits of Electronic Transmissions

13.1. To ensure that staff is complying with the confidentiality and security of Protected Health Information, audits shall be conducted of emails sent by each staff member in the medical management group.

13.2. Refer to NMR P&P No. CORE-10 QUALITY MANAGEMENT – Performance Monitoring for the audit process and procedure

14. Reports

14.1. Company maintains the following information in the event of a breach of PHI and will report this information as required by contract or law:

14.1.1. The date and time that the event was discovered;

14.1.2. Contact information for communication purposes;

14.1.3. A complete description of the incident, its cause, and the effect it had on systems and data;

14.1.4. A description of the initial mitigation steps taken to contain the incident;

14.1.5. An assessment of the level of compromise to Covered Entity's data;

14.1.6. The nature of the use or disclosure;

14.1.7. The specific PHI used or disclosed;

14.1.8. Identify who made the use or disclosure and who received the PHI;

14.1.9. The action(s) taken by Business Associate to mitigate any deleterious effect(s) of the use or disclosure;

14.1.10. The corrective action(s) taken or planned to prevent further breaches; and

14.1.11. Any other information reasonably requested by Covered Entity

15. Business Continuity Plan

15.1. Company maintains a Business Continuity Plan that addresses, among other things, the procedures for dealing with the detection, containment and correction of threats or breaches to data integrity, confidentiality and/or security.

15.1.1. The Business Continuity Plan is maintained by the Director of Compliance, Regulatory Affairs and Quality Management, who shall coordinate the testing of the plan at least once every 24 months.

15.1.2. The Business Continuity Plan shall be reviewed annually by the Quality Management Committee, with changes being made by the Committee as necessary and appropriate.

15.2. If at any time any problems or deficiencies are identified an action plan will be developed and implemented as needed.

16. Remote Workers

The purpose of the remote access portion of this policy is to define standards for connecting to NMR's network remotely. These standards are designed to minimize the potential exposure to NMR from damages which may result from unauthorized use of NMR resources. Damages include the loss of sensitive or confidential data, intellectual property, damage to public image, or damage to critical NMR internal systems, etc. It is the responsibility of NMR employees, contractors, vendors and agents with remote access to ensure that their remote access connection is given the same consideration as the user's on-site connection to NMR network. General access to the Internet through NMR network on computers is permitted for employees. NMR employee bears responsibility for the consequences should the access be misused themselves, or by anyone with access to the computer.

16.1. All employees and or partners working remotely (“remote workers”) will require authorization from management in order to make a connection to the corporate network.

16.2. All authorized remote workers will only use authorized VPN software to connect to the office.

16.3. All remote worker machines shall have current, NMR authorized antivirus protection with an active subscription in order to connect to the corporate network.

16.4. VPN software shall utilize 256 bit AES encryption

16.5. All remote workers will have two forms of authentication, one to make the connection to the corporate network and a second to connection to corporate resources residing on the network.

16.6. Personal equipment that is used to connect to NMR’s networks must meet the requirements of NMR for remote access.

16.7. When employees are finished accessing NMR’s resources remotely for a particular task, they should promptly disconnect from NMR network.

16.8. Users are accountable for the activities performed under your logon id and are urged, therefore, to safeguard your passwords, charge numbers and data.

16.9. NMR employees and contractors with remote access privileges to NMR network must not use non-Company email accounts (i.e., Hotmail, Yahoo, Gmail), or other external resources to conduct company business.

17. Monitoring and Upgrading Information Safeguards

Technology and Cyber Defense Strategy is reviewed by Security and Compliance Team on a quarterly basis.

18. Annual Review

This Information Security Policy will be reviewed by the DIS and appropriate operational staff on an annual basis.

19. Change Management Guidelines

Policy:

To define the standards for Change Management.

19.1. Levels of Change

19.1.1. ***Major*** **-** defined as a change that affects the entire office and staff.

19.1.2. ***Medium*** – defined as a change that affects more than one system or a small group of the staff (“workgroup”).

19.1.3. ***Minor*** – defined as a change that effects one system and or one staff member.

19.2. Communication

19.2.1. All change, regardless of the level, shall be communicated clearly before, during and after the change is implemented.

19.2.2. Adequate advance notice shall be given, especially if a response is expected.

19.2.3. Maintenance windows should be reflected in the communication, where applicable.

19.2.4. Routine changes, such as the deployment of patches and virus definition updates, do not have to be communicated. These should be communicated and once and then assumed from there on.

19.3. Approval

19.3.1. All major and medium level changes should receive sign off from a member of the executive team before implemented.

19.3.2. Routine maintenance should be assumed and does not need sign off.

19.4. Immediate Response

19.4.1. In some cases, in particular during outages, communication procedures can be bypassed. Approval should not be bypassed unless absolutely necessary.

19.5. Planning

19.5.1. All major changes require an accompanying project plan to be created and shared with someone from the executive staff.

19.5.2. All medium level changes may or may not require an accompanying project plan. That decision is left to the DIS.

19.5.3. All minor changes shall require a ticket to be created and the device and or staff member associated with the ticket.

19.5.4. All change, regardless of the level, must undergo an analysis of security implications during the planning phase.

19.6. Procurement

19.6.1. Careful capacity planning shall be taken when procuring new or replacing equipment.

19.6.2. Only certified parts from the original manufacturer shall be used when replacing or adding parts to a server.

19.7. Testing

19.7.1. Major changes, where possible, shall be tested in a lab environment before being introduced to the production environment.

19.7.2. Lab environment shall closely emulate production environment.

19.7.3. Virtual machines can be used in order to cost effectively accomplish this.

19.7.4. All operating system and software updates shall be tested on one to five machines before being deployed to the remaining production machines.

19.7.5. A testing plan should accompany all projects.

19.7.6. During testing, vulnerabilities must be evaluated and thoroughly tested before introducing the change into production.

19.8. Post Implementation

19.8.1. Support personnel must be available after any major change or deployment of operating systems, patches, and software updates.

19.8.2. If support personnel cannot be present after a major change, the implementation schedule and maintenance window should be changed.

19.8.3. Stability of the system(s) after any change is implemented shall be tested.

19.8.4. After a change has been implemented, a final round of scanning for vulnerabilities and security flaws must be conducted.

19.9. Documenting

19.9.1. All projects reflecting major and medium change shall capture detailed notes of the project tasks and the statuses.

19.9.2. Issues that arise during the project shall be noted separately with a category of “issue”.

19.9.3. Every project shall have an accompanying document generated once the project has been completed.

19.9.4. All appropriate details shall be included in order to properly maintain and manage the system(s) affected after the change has been implemented.

19.9.5. The document should be created no more than 3 days after the project has been completed.
19.9.6. Project history will remain indefinitely, but never less than 7 years.
19.9.7. All tickets reflecting minor change shall be associated with the person and or equipment from the asset inventory database.
19.9.8. Ticket history will remain indefinitely, but never less than 7 years.

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	Referral Issue	Determination	Ret'd Client	On-Time	Specialty

ATTACHMENT 19

Performance Guarantees

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service	**Performance Guarantees RFP entitled: "Dispute Resolution Program"**

Offeror Name: [redacted]

[redacted]

National Medical Reviews Inc
607 Louis Drive, Suite C
Warminster, PA 18974
800-283-8196 / 215-352-7800
Fax 215-352-7801
NationalMedicalReviews.com

New York State Department of Civil Service
Request for Proposals

"DISPUTE RESOLUTON PROGRAM"

FINANCIAL PROPOSAL

Submitted by

National Medical Reviews, Inc.
607 Louis Drive, Suite C
Warminster, PA 18974
215-352-7800
MedReviews@NMRusa.com
www.NMRusa.com

Due Date	December 22, 2022 at 3:00 pm
Contact Name and Address	NYS Department of Civil Service Attn: Office of Financial Administration, Floor 17 Agency Building 1, Empire State Plaza Albany, New York 12239 DCSProcurement@cs.ny.gov

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FINANCIAL 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, 2023 to January 31, 2028:

Contract Period	Dispute Resolution Appeal Fee
Contract Year 1	[redacted]
Contract Year 2	[redacted]
Contract Year 3	[redacted]
Contract Year 4	[redacted]
Contract Year 5	$[redacted]

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 16: NY DRP Fee Form

ATTACHMENT 16

NY DRP Fee Form

NEW YORK STATE OF OPPORTUNITY. Department of Civil Service

DRP Fee Form
RFP entitled:
"Dispute Resolution Program"

Offeror Name: [redacted]					
	Proposed Fees				
	Year 1	Year 2	Year 3	Year 4	Year 5
Valid Appeal Fee	$[redacted]	$[redacted]	$[redacted]	$[redacted]	$[redacted]

[redacted]

[redacted]

[redacted]

[redacted]