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RFP #24/25-0022

WORKERS' CO (INISTRATION

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1. <u>INTRODUCTION</u>

The Fontana Unified School District (hereinafter referred to as "FUSD"), is seeking proposals from qualified firms to provide third party administration and managed care cost containment services for the District's self-insured workers' compensation program. Interested firms may submit proposals for: 1) Workers' Compensation TPA services; 2) Managed Care Cost Containment Services; 3) Both services in total.

FUSD purchases Excess Insurance at retention of \$750,000. The proposing firm must be approved to handle claims in California.

FUSD currently is Self-Insured and Self-Administered to handle new and existing claims. FUSD

Proposals shall be delivered to:

Shamica Nance, Senior Director Purchasing, Warehouse and Mail Services, Fontana Unified School District 9680 Citrus Avenue, Bldg. #30 Fontana, CA 92335 Shamica.Nance@fusd.net

3.2 **Signature**

The proposer must complete Exhibit A and be signed in the name of the Contractor and must bear the signature of the person authorized to sign Proposals on behalf of the Contractor.

3.3 **Completion of Proposals**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of any kind.

A proposal will be rejected if, in the opinion of FUSD, the information contained therein was intended to erroneously and fallaciously mislead FUSD in the evaluation of the proposal.

3.4 Erasures

The proposal submitted must not contain erasures, inter-lineations, or other corrections unless each correction is authenticated by signing in the margin immediately opposite the correction the name of the person signing the proposal.

3.5 Examination of Contract Documents

Contractors shall thoroughly examine the contents of this RFP. The failure or omission of any Contractor to receive or examine any contract document, form, instrument, addendum, or other document, shall in no way relieve any Contractor from obligations with respect to this RFP or to the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

3.6 Addenda

FUSD may modify this RFP before the da2 0 612hLm (nq008.02 225.8 Tm0 g0 G[A(in)-1564(fETQ0 g

3.7 **Modification of RFP Response**

A Contractor may modify the proposal after its submission by written notice of withdrawal and resubmission before the time and the date specified for submission of proposals. Modifications will not be considered if offered in any other manner.

3.8 Withdrawal of Proposals

A Contractor may withdraw their proposal by submitting a written request for its withdrawal to FUSD at any time before the date scheduled for proposal submission. The Contractor may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date.

3.9 **Rejection of Proposals**

FUSD reserves the right to reject any or all proposals received as a result of this Request for Proposal or to negotiate separately with any Contractor when it is determined to be in the best interest of FUSD.

3.12 Cost of Preparation of Proposals

Costs for developing responses to this RFP are entirely the responsibility of the Contractor and shall not be the responsibility of FUSD.

3.13 **Award of Contract**

If the contract is awarded, it will be to the responsible Contractor whose proposal is deemed to be the best proposal and whose proposal best meets the requirements of the RFP documents and any addenda thereto, except for irregularities waived by FUSD. It is anticipated that award of the contract will be made within approximately sixty (60) days after the closing date for the Submission of Proposals. If award cannot be made within this time period, the Contractors will be requested, in writing, to extend the time period during which the Contractor agrees to be bound by his proposal. Written notification will be made to unsuccessful Contractors.

3.14 Errors in Proposal

Contractors shall be bound by the terms and conditions of their proposals, notwithstanding the fact that errors are contained therein. However, if immaterial errors are found in a proposal, FUSD may notify the Contractor that the submitted proposal contains errors and require the Contractor to correct the errors.

3.15 **Protest Procedures**

Any bid protest by any Bidder regarding any other bid on this RFP must be submitted i

- 1. A consense substitute of all legal bases for the protest with reference to the specific portions of relevant documents which support the bases for the protest.
- 2. The name, address and telephone number of the person representing the protesting party.

The prodecourse and are each bidder's sole and exclusive remediate sole and exclusive remediate and exclusive remediate. Failure to comply with these procedures

3.19 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, FUSD shall have the right to terminate any contract that may be entered into with Contractor and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

3.20 **Record Retention and Inspection**

The Contractor agrees that FUSD shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent records pertaining to the Agreement. Including all medical records.

3.21 Assignment

This Agreement, or any interest therein, may not be assigned without the prior written consent of FUSD.

3.22 Compliance with Laws

Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances, policies and procedures in the conduct of the program as specified herein.

3.23 **Termination of Agreement**

This Agreement may be terminated by either party at the end of any contract period by providing written notification of same thirty (30) days prior to the date of termination. Notice shall be given by certified mail.

3.24 **Termination for Non-performance**

If the Contractor refuses or fails to perform services as required to provide FUSD with efficient administration including furnishing properly trained personnel, or if he should be adjudged as bankrupt, or if a receiver should be appointed on account of insolvency or should repeatedly refuse or fail to provide service as required, or Contractor persistently disregards laws, ordinances, or instructions of FUSD, or is otherwise guilty of a substantial violation of the Agreement, then FUSD may, without prejudice to any other right or remedy, serve written notification of intention to terminate the Agreement.

Such notice shall contain the reasons for such intention to terminate, and unless within fifteen (15) days after service of such notice the condition or violation shall cease and satisfactory arrangements for the correction thereof be made, the Agreement shall upon

the expiration of the fifteen (15) days cease and terminate. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to FUSD.

3.25 **Independent Contractor**

While performing services under the Agreement, Contractor is an independent contractor and not an officer, agent or employee of FUSD.

3.26 Confidentiality

The Contractor shall hold in strict confidence all medical reports, records, employment records, claim forms and other data pertaining to FUSD and its employees, except as may be required for the performance of duties as specified in the Agreement.

3.27 Hold Harmless Agreement

The Contractor shall hold harmless and indemnify FUSD, its member districts, their officers and employees from every claim or demand made by reason of:

- a. Any injury to person or property sustained by the Contractor or by any person, contractor, or corporation employed directly or indirectly by the Contractor upon or in connection with performance under the Agreement, however caused;
- b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor, or by any person, firm or corporation directly or indirectly employed by the contractor upon or in connection with performance under the Agreement; and,
- c. The Contractor at its own expense and risk shall defend any legal proceeding that may be brought against FUSD, its member districts, their officers, agents and employees on any such claim or demand as set forth in paragraph a. and b. above of this subsection and pay and satisfy any judgment that may be rendered against FUSD and the Contractor as it pertains to this subsection.

3.28 **Term of Agreement**

The initial term of the Agreement will be for a period of three

- x Two Million Dollars (\$2,000,000) combined single limit aggregate.
- x CGL insurance shall be primary to any other insurance carried by FUSD or its member districts. Contractor shall not commence work under this Agreement until all required

STATEMENT OF WORK

Contractor shall perform all services required to supervise and administer the workers' compensation program for FUSD and to act as FUSD's representative in matters relating to FUSD's obligations under the Workers' Compensation laws of the State of California. Contractor shall perform but is not limited to the following services on behalf of FUSD:

4.1 Program Administration

- 4.1.1 Provide staff, professional and clerical, as required to administer FUSD's workers' compensation program in compliance with all rules and regulations governing the administration of self-insurance pursuant to Section 3700 et, seq., of the Labor Code and the California Administrative Procedures Act (Government Code, Title 8).
- 4.1.2 Prepare an Operating Manual for the use by FUSD This manual shall specify claims activities and processing, organization of claims files, and procedures for reporting industrial injury claims. Contractor admind % Å 4 Å E & 36Q4 MEy. Himbi Q & 4 Å E & 36Q4 MEy. Himbi Q & 4 Å &

4.2.5 Review, compute, recommend and authorize payment of temporary disability and permanent disability benefits due an injured employee whether paid voluntarily or under Decisions, Orders, or Findings and Awards of Workers' Compensation Appeals Board. Relative to permanent disability, this includes Informal Advisory Ratings and

- 4.3.3 Maintain close liaison with treating physicians to assure that employees receive proper care and to avoid over-treatment situations. Utilize telephonic and field nurse case management with approval of FUSD to obtain reasonable treatment plan and targets for return to work and medical improvement.
- 4.3.4 Authorize hospitalization, surgery and any other types of approved treatment as required after determination of liability in conformance with Labor Code Sections 4600 and 4601.
- 4.3.5 Review, audit, compute and authorize payment of all medical bills in conformance with the Recommended Minimum Fee Schedule as set forth by the Division of Workers' Compensation. All bills will be processed with bill review.
- 4.3.6 Provide liaison with any cost containment services with whom FUSD chooses to utilize. (Utilization review)
- 4.3.7 Complete administration and processing of all lifetime medical cases awarded or ordered by the Workers' Compensation Appeals Board.
- 4.3.8 The TPA shall establish a clear protocol by which managed care services are triggered. Managed care costs shall be allocated to the involved claim files, not included as part of the contract administration fee, and are subject to the prevailing

- 4.4.2 Consult with FUSD and attorneys as required to ensure that all facts and investigations necessary will be available on a timely basis.
- 4.4.3

- · Annual Tax Statements Including Federal Form 1099 and State Form 599 as Appropriate
- · Review of Large and Litigated Claims
- · Penalty and Interest Payment Report

4.7.4

All claim files, records, reports, and other documents or materials pertaining to FUSD's 4.6.2 claims shall be the property of FUSD, shall be available for FUSD's use at any time, and shall be delivered to FUSD, or it's designate, upon termination of the Agreement. During the term of the Agreement, the administrator is responsible to maintain and store open and closed claims.

4.7 **Workers' Compensation Trust Fund Checking Account (Imprest Account)**

- 4.7.1 FUSD shall establish a trust fund checking account to cover payments and reimbursements applicable to the self-insured workers' compensation program.
- 4.7.2 The trust fund checking account shall be established in the name of the Contractor as agent of FUSD. Deposits shall be made to the account as required to ensure that funds are available for payment of claims for settlement and allocated loss expenses upon presentation of check or warrant Contractor shall not draw on the trust fund checking account for any purpose other than adjustment of claims and payment of allocated loss expenses.
- 4.7.3 The Contractor shall monitor the trust fund account and make recommendations to FUSD as to the appropriate level of funding for the account in order to comply with established laws.
- The Contractor shall provide FUSD with a detailed accounting of all workers' compensation benefits and allocated loss expenses paid from the fund on at least a monthly basis. The detailed accounting shall include the date and check number of all benefit and allocated losallocated losallocated allocated losallocated documentation for allocated loss expense payments. A monthly check register summary shall be provided. Contractor is responsible for erroneous payments made from the account by their error. The amount of any such erroneous payments W* nm0l/BT/66(fro)6(m

4.8 General Requirements

- 4.8.1 The Contractor shall be a recognized administrator of self-insured workers' compensation programs, licensed to do such business in the State of California. A copy of the California license shall be provided by the Contractor prior to execution of the Agreement.
- 4.8.2 The Contractor shall have a financially stable organization as determined by FUSD.
- 4.8.3 The Contractor shall be responsible to reimburse FUSD for all contractor-caused penalties and interest; including office of benefit enforcement penalties.
- 5. PROPOSAL RESPICTOR (L EE) PQUIL POR) TjE3.52485.38 b2.33.5207.32 5nBT/TT1 12 Tf103.52 540.7

training and experience. Indicate whether the supervisors are licensed by the State of California. Please indicate your supervisor to employee ratio. Please outline your supervisory best practices for quality control.

5.5.3 Indicate the number and level of examiners to be assigned as a ratio of open indemnity claims per examiner and examiner to claim assistant ratio that will be proposed for FUSD. The minimum qualifications of examiners is two (2) years' experience. Specifically address the proposed team's experience with California Ed Code, familiarity with local WCAB, attorney and medical community in the San Bernardino and Riverside County.

5.6 Cost Control

- 5.6.1 Describe in detail how your firm actively reports and participates in fraudulent claims and fraud investigations. Do you have a formal SIU and processes in place?
- 5.6.2 Identify outside service firms used for investigation, subrogation, sub-rosa, etc.
- 5.6.3 Describe any innovative cost control mechanisms you are using which have proven to be effective for your clients.

5.7 References

- 5.7.1 Provide a list of public sector clients for whom your firm has provided workers' compensation administration services in the past two (2) years. Also provide:
 - X A minimum of two (2) clients for whom similar work (as outlined in the scope of work) has been performed in the past two (2) years.
 - x A minimum of two (2) clients who have discontinued a contract for similar work in the past (2) years.

Indicate the scope of the work performed for each of the referenced clients; the name of the client; address and telephone number; and the name of each client's primary manager. Please indicate if there are any local clients in the Los Angeles area.

5.8 Training

Describe procedures you will utilize to provide training to staff of FUSD in the following areas:

- 5.8.1 Claims administration and processing.
- 5.8.2 Program implementation
- 5.8.3 Legal responsibilities of FUSD
- 5.8.4 Safety/Loss Control.

5.9 Claim File Reviews and Reports

What is your firm's policy on providing claim reviews; will you conduct claim reviews with FUSD Describe the various reports to be prepared by your firm, and provided as part of this proposal, related to the self-insurance program and the frequency thereof (attach samples of proposed reports). What reports will you provide to FUSD? What are standard reports and will you provide customized reports?

5.10 Security and Control Procedures

Discuss procedures utilized by your firm to insure the security of the trust fund account.

5.11 Medical Services

- 5.11.1 Discuss the recommended panel of medical experts, including specialists who may be utilized to review and/or provide treatment.
- 5.11.2 Describe medical control procedures to be utilized by your firm.

5.12 Inquiry Assistance

Discuss the extent that you will assist FUSD and its staff with workers' compensation inquiries, questions and problems. Will there be a staff member dedicated to account management for the District's workers' compensation claims? If so, please explain.

5.13 Recordkeeping

Describe record-keeping procedures to be utilized for all aspects of the self-insurance administration program. Include a plan for closed claims storage and retrieval. Please also discuss any cost associated with claim storage or retrieval.

5.14 Fee Structure

Describe your fee structure to handle current and new claims as described in Section 2

5.14.1 Outline fees (if any) 7.4f72 0 612 792 reW* nBT/F1 12 Tf1 0 0 1 72 253.4 Tm0 G[5.10et2ID 21/Lang (e

- ii. Activity check and subrosa
- · Claims Index Bureau fees
- · Client access fees
 - i. Startup
 - ii. Special report
 - iii. Data transfer
 - iv. Data storage/maintenance
 - v. Monthly reports
 - vi. OSHA reporting
 - vii. Acknowledgments

The fee structure should be quoted on a three (3) year basis plus two (2) one (1) year option years.

5.15 Experience of Firm

Discuss experience of your firm relative to administration of self-insured workers' compensation programs (specifically in reference to public schools). Discuss specific experience in the Los Angeles area.

5.16 What does your firm offer that others don't? What makes you unique and the best qualified to meet the needs and goals of FUSD?

RFP Workers Compensation Third Party Administrator Services / Managed Care Services

PROPOSER NAME:			
ADDRESS:			
TELEPHONE:			
FAX:			
EMAIL:			

RESPONDENT'S PROPOSAL - The undersigned Proposer agrees and will contract with the Fontana Unified School District to provide () workers' compensation TPA services; () managed care services; () workers' compensation TPA and managed care services of the District's self-insured workers' compensation program specified in the contract in the manner and time therein prescribed. Request for Proposal for : R U N H U V ¶ & R P S H Q V D W L R Q 7 K L Administrator and Managed Care Services, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract:

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- breakdown by service line (i.e. Repricing, Case Management, Utilization Review). Please provide fiscal year 2013 total bill volume and gross charge volume processed.
- 3) Please list all merger/acquisition activity involving your organization over the last three years.
- 4) Please provide names and titles of <u>principal staff that will be assigned to ongoing departmental operations on the District's account</u>. For each person, please indicate whether or not that person will be permanently designated to the District's account. For each respective staff member, please provide his/her primary office location, detailed professional experience, and related account experience. Please provide the principal staff member(s) for all of the following account responsibilities:
 - a. Senior/Executive Management Representative. Is your organization willing to commit to this representative's direct involvement as requested by the District on the District program?
 - b. Account Management
 - c. Bill Review Operational Management
 - d. Bill Review Analysts
 - e. PBM Operational Management
 - f. Other Ancillary Networks Operational Management
 - g. Diagnostics Operational Management
 - h. Systems and IT Support
 - i. Product Support (i.e. report development)0 G[Senior)-3(/Exe3 Tf1 0 0 1 114.38 391.36 Tm0 G[)]TE
- 5) Based on your knowledge of the District program, please provide organization/contact information for three like-account clients that will provide the District with references regarding the workers' compensation managed care services provided by your organization. The District prefers that these clients are structurally similar to the District, with geographic dispersion of medical activity similar to District geographic dispersion, and approximate similarity in program size (as measured 76inBlar i nBT/F10.0000* nQ EMC /Span AMCIn-US\$)

Reporting

- 11) Please confirm that your organization can and will provide monthly MBR savings summary reports that reflect all of the following parameters:
 - a. Net full duplicate charges and savings (partial duplicates should be included). Please confirm.
 - b. <u>Net all charges and savings related to examiner-directed full bill denials (partial denials should be included)</u>, review-only bills, and non-reviewable documents such as provider appeal letters. Please confirm.
 - c. Net all charges and savings related to full bill denials generated from sendbacks/additional information denials (partial denials should be included). Please confirm.
 - d. <u>Net all charges and savings related to disallowances due to enforcement of Utilization</u> Review and case management treatment determinations. Please confirm.
 - e. Savings reflect the net impact of reconsiderations (i.e. savings are adjusted down to reflect the impact of reconsiderations), and additionally that your results do not include both initial and reconsideration reviews. Example: An original bill is reviewed in January andreconsidered February. Your January reports should contain the original review, and your February report should on a net basis contain only the incremental impact of the recon (charges unchanged, savings negaltiwe nce positive, fees reflecting only additional and refunded amounts) see confirm.
- 12) Please confirm that your or /Span &MCID 14/Lang (en-US) >BDC q0.00000W* nBT/F8 12 Tf1 0 0 1 87.a04

- a. Bill identifier, claim number
- b. Claimant
- c. Provider
- d. Date(s) of service
- e. Gross chargef. Reductions, separated by typeg. Fees, separate by type
- h.

- m. Hard Savings to date (documented treatment/durable medical equipment/Vocational Rehabilitation costs scheduled to be incurred and avoided through nurse intervention)
- n. Soft Savings to date (projected savings due to comparison of achieved treatment costs versus national treatment guidelines)
- 16) Please confirm that your organization can provide monthly CM detail reports that contain the following data elements and parameters for each case:
 - a. Separate reports for Telephonic Case Management and Field Case Management
 - b. Separate reports for New Referrals, Open Cases, and Closed Cases
 - c. Claim number
 - d. Claimant name
 - e. Claims examiner
 - f. Provider name
 - g. Injury dates
 - h. Referral dates
 - i. Referral lag (injury date to referral date)
 - j. Case duration
 - k. Itemized fees with descriptions for each billing item (all reports)
 - 1. Itemized savings with descriptions for each savings item (all reports)
- 17) Please confirm that your organization can provide monthly UR reports that contain the following data elements:
 - a. Claim number
 - b. Claimant name
 - c. Claims examiner
 - d. Provider name
 - e. Injury dates
 - f. Referral dates
 - g. Referral lag (injury date to referral date)
 - h. Turnaround time for all decisions and notification elements for which there are deadlines under state statutes
 - i. Case duration
 - j. Itemized fees with descriptions
 - k. Itemized savings with descriptions (explicitly denied medical treatment or costs)
 - 1. Categorically separated fees (i.e. UR fees, PR fees)
 - m. Outcome descriptions
 - n. Totals for each of the following:
 - i. Case/claim count
 - ii. UR count
 - iii. PR count
 - iv. UR fees

- v. PR fees
- vi. Total UR/PR savings
- vii. Denials
- viii. Modifications
- ix. Appeals
- x. Overturned denials
- xi. Overturned modifications

Savings Performance

- 18) Please confirm that in responding to all data requests contained in this RFP, all of your organization's data for gross charges and savings will reflect all of the following parameters:
 - a. <u>Net full duplicate charges and savings (partial duplicates should be included)</u>. Please confirm.
 - b. Net all charges and savings related to examiner-directed full bill denials (partial denials should be included), review-only bills, and non-reviewable documents such as provider appeal letters. Please confirm.
 - c. Net all charges and savings related to full bill denials generated from sendbacks/additional information denials (partial denials should be included). Please confirm.
 - d. <u>Net all charges and savings related to disallowances due to enforcement of Utilization</u> Review and case management treatment determinations. Please confirm.
 - e. Savings reflect the net impact of reconsiderations (i.e. savings are adjusted down to reflect the impact of reconsiderations), and additionally that your results do not include both initial and reconsideration reviews. Example: An original bill is reviewed in January and reconsidered in February. Your January reports should contain the original review, and your February report should on a net basis contain only the incremental impact of the recon (charges unchanged, savet basis donstusu219(d)20(,)20.8 Technology.

Repricing Service Structure & Workflow

- 20) Is your organization willing to provide documentation or in-person representation, as required by the District and at no cost to the District, at all conferences and hearings related to disputes over the allowances and payments resulting from your review of District medical bills?
- 21) Please <u>briefly</u> describe the implementation process you would employ in transitioning District managed care operations to your organization, addressing all aspects including account setup, EDI development/installation, history transfer, etc. Can you commit to fully implementing a program for the District within two months if selected by the District (excluding Claims System Integration, for which the District will provide a timeline)?

MBR Resources

- 36) Are you willing to disclose all rates paid by your firm to network participating pharmacies and retail/mail order suppliers?
- 37) Are you willing to provide pricing to the client that is structured solely as a flat unit-based rate, with your actual cost being passed through to the client?
- 38) Are you willing to disclose all rebate/discount terms you maintain with pharmaceutical distributors/manufacturers and your mail order suppliers? Are you willing to refund to the client, on a pro rated basis, 100% of rebates or any other discounts you receive from such distributors/manufacturers/suppliers?
- 39) Do you offer an online portal for claims examiners to access and direct prescription activity? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Diagnostics

- 40) If applicable, please describe your diagnostics services offering. What subcontractor(s) or inhouse program do you offer?
- 41) For those candidates that provide diagnostics services only: as an electronic attachment to this RFP (See Exhibit E), you will find an Excel file which lists the top diagnostics procedure codes billed to the District over the last twelve months. Please create an Excel spreadsheet (to be submitted concurrently with your RFP response in electronic format only, on CD with your RFP response) containing your proposed pricing for each procedure code listed in the file.
- 42) Do you offer an online portal for claims examiners to access and direct diagnostics activity and view diagnostics images? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Physical Medicine

- 43) If applicable, please describe your physical medicine services offering. What subcontractor(s) or in-house program do you offer?
- 44) Please briefly describe your process of clinical management of patient treatment plans. What processes will you employ to you ensure that appropriate, timely and cost-effective treatment is delivered to District employees?
- 45) Do you offer an online portal for claims examiners to access and direct physical medicine treatment activity? If so, please concisely describe the functionality, range of data, data query options and range of examiner control offered by your portal.

Utilization Review (UR)

- 55) Please provide your suggested referral criteria for UR.
- 56) Please indicate all specific members of UR staff that have left or joined your organization over the last two years. For each individual, please indicate date of departure or arrival and his or her reason for leaving or joining. Please also provide specific turnover figures (actual departures and turnover percent) for your UR personnel. ("Turnover percent" is calculated as the number of departures throughout the period divided by total UR personnel at the end of the period.) For the purpose of assessing the stability of your nurse staff, please provide your organization's approximate nurse salary range, the primary determinant of salaries within this range (i.e. experience, region), and how these factors apply in setting actual nurse salaries?
- 57) Does your organization employ its own UR nurses and physician reviewers? Do you use any outside vendor(s)? If an outside vendor is used, what is the name of the firm? What part of the process do they provide? Please detail your measures for overseeing and assuring the quality of outside vendors.