



# MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> MSF 53	<b>RFP Title:</b> Vocational Rehabilitation Services		
<b>RFP Response Due Date and Time:</b> Open	<b>Number of Pages:</b> 30	<b>Issue Date:</b> May 10, 2013	

ISSUING AGENCY INFORMATION	
<b>Procurement Officer:</b> Shari Truax	<b>Montana State Fund</b> <b>Phone: 406-495-5434</b> <b>Fax: 406-495-5023</b> <b>TTY Users, Dial 711</b>
<b>Website:</b> <a href="http://vendor.mt.gov/">http://vendor.mt.gov/</a>	

INSTRUCTIONS TO OFFERORS	
<b>Return Sealed Proposal to:</b>	<b>Mark Face of Envelope/Package with:</b>
<b>MAILING ADDRESS:</b> Montana State Fund PO Box 4759 Helena, MT 59604-4759	<b>RFP Number: MSF 53</b> <b>RFP Response Due Date:</b> <b>Open</b>
<b>Special Instructions:</b>	

OFFERORS MUST COMPLETE THE FOLLOWING	
<b>Offeror Name/Address:</b>	<hr/> <b>(Name/Title)</b> <hr/> <b>(Signature)</b>
	Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.
<b>Type of Entity (e.g., corporation, LLC, etc.)</b>	<b>Offeror Phone Number:</b>
<b>Offeror E-mail Address:</b>	<b>Offeror FAX Number:</b>

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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## **INSTRUCTIONS TO OFFERORS**

**The following items MUST be included in the response.  
Failure to include ANY of these items may result in a nonresponsive determination.**

- Signed Cover Sheet**
- Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.**
- Response to Appendices A and B**

## SCHEDULE OF EVENTS

**EVENT**

**DATE**

RFP Issue Date.....May 10, 2013

RFP Response Due Date ..... Open

## SECTION 1: INTRODUCTION AND INSTRUCTIONS

### 1.1 INTRODUCTION

Montana State Fund, (hereinafter referred to as "MSF" or "State Fund") invites you to submit a proposal for Vocational Rehabilitation Services as specified herein. A more complete description of the services sought for this project is provided in Section 3, Scope of Services. MSF is soliciting vendors to enter into non-exclusive contracts for the provision of Vocational Rehabilitation Services. MSF does not guarantee any number of referrals. Please refer to the terms of the proposed contract.

### 1.2 CONTRACT PERIOD

The contract term is for a period of 1 year beginning July 1, 2013 and ending June 30, 2014. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of 7 years, at the option of MSF. Additional Vocational Rehabilitation Service providers may enter into contracts with MSF at any time, subject to review of qualifications and agreement to the required terms contained in this proposal.

### 1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any MSF staff regarding this procurement, except at the direction of Shari Truax**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: **Shari Truax**  
Telephone Number: **406-495-5434**  
Fax Number: **406-495-5023**  
E-mail Address: **struax@mt.gov**

### 1.4 REQUIRED REVIEW

**1.4.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. MSF will determine any changes to the RFP.

### 1.5 GENERAL REQUIREMENTS

**1.5.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror accepts the contract set out in Appendix A.*

**1.5.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, shall be incorporated by reference in any resulting contract. MSF's contract, attached as Appendix A, contains the contract terms and conditions which will form the contract between MSF and the Contractor. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by MSF, will govern in the same order of precedence as listed in the contract.

**1.5.3 Mandatory Requirements.** To be eligible for consideration, a Contractor ***must*** meet the intent of all mandatory requirements. MSF will determine whether a Contractor's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed non-responsive.

**1.5.4 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

**1.5.5 Offeror's Signature.** Appendix B must be signed in ink by an individual authorized to legally bind the business submitting the response. The Contractor's signature on Appendix B in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MSF from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

## **SECTION 2: RFP STANDARD INFORMATION**

### **2.1 AUTHORITY**

This RFP is issued under the authority of section 39-71-2315, MCA (Montana Code Annotated). The nonexclusive RFP process is a procurement option allowing the award to be based on stated requirements. No other requirements, other than as outlined in the RFP, will be used.

### **2.2 OFFEROR COMPETITION**

MSF encourages free and open competition to obtain quality, cost-effective services and supplies. MSF designs specifications, proposal requests, and conditions to accomplish this objective.

### **2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.3.1 Public Information.** Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by MSF; and (3) other constitutional protections. See 18-4-304, MCA. MSF provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2.3.2 Procurement Officer Review of Proposals.** Upon opening the proposals in response to this RFP the procurement officer reviews the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

### **2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive.** MSF shall initially classify all proposals as either "responsive" or "nonresponsive". MSF may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. MSF may find any proposal to be nonresponsive at any time during the procurement process. If MSF deems a proposal nonresponsive, it will not be considered further.

**2.4.2 Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility. An offeror may be determined nonresponsible at any time during the procurement process if information surfaces that supports a nonresponsible determination. If an offeror is found nonresponsible, the procurement officer will notify the offeror by mail. The determination will be made a part of the procurement file.

## **2.5 MSF'S RIGHTS RESERVED**

While MSF has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by MSF to award and execute a contract. Upon a determination such actions would be in its best interest, MSF, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP;
- Reject any or all proposals received in response to this RFP;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal;
- Not award a contract, if it is in MSF's best interest not to proceed with contract execution; or
- If awarded, terminate any contract if MSF determines adequate funds are not available.

## **SECTION 3: SCOPE OF SERVICES**

### **3.1 VOCATIONAL REHABILITATION SERVICES**

Please refer to Appendix A – Contract for scope of services.

## **SECTION 4: OFFEROR QUALIFICATIONS**

### **4.1 MSF'S RIGHT TO INVESTIGATE AND REJECT**

MSF may make such investigations as deemed necessary to determine each offeror's ability to provide the materials and perform the services specified. MSF reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy MSF that the offeror is properly qualified to perform the obligations of the contract. *This includes MSF's ability to reject the proposal based on negative references.*

## **SECTION 5: FEES AND PAYMENT**

Please see Appendix A – Contract for Fees and Payment

## APPENDIX A: CONTRACT

### CONTRACT FOR VOCATIONAL REHABILITATION SERVICES Contract ID Number OS-VR2-

**THIS AGREEMENT made and entered into between MONTANA STATE FUND, PO Box 4759, 855 Front Street, Helena, MT 59604, hereinafter called “MSF” and, hereinafter called the “Contractor.”**

This is a non-exclusive agreement. MSF may enter into contracts with more than one Contractor and may enter into contracts with additional vendors at any time. Under this agreement there is no guarantee of the number of referrals that will be made to the Contractor. This contract is based on an RFP issued on May 10, 2013.

#### **SECTION 1 SCOPE OF WORK/PAYMENT**

##### **I. OBJECTIVE**

The objective of MSF is to return an injured employee (IE) to work as soon as possible after a work-related injury or occupational disease.

To assist MSF in meeting this objective, Contractor will provide the services defined in this contract upon the request of MSF for the compensation stated herein.

##### **II. DEFINITIONS**

As used herein these terms are defined as follows:

**Claims Examiner or Examiner (CE)** means the MSF Claims Examiner who referred the claim to the Contractor.

**Contractor** means the Vocational Rehabilitation vendor entering into this contract.

**CRC** means Certified Rehabilitation Counselor.

**Days** means consecutive calendar days.

**Employer (ER)** means the injured worker’s employer at the time of injury.

**MSF** means the Montana State Fund.

**Injured Employee (IE)** means the injured employee/worker or claimant referred to Contractor for services.

##### **III. REFERRAL PROCESS**

The examiner will make referrals to the Contractor for requested services and may specify the CRC desired. Within 48 hours of receipt of the referral, Contractor will acknowledge receipt of the file, and also provide the name and contact information of the assigned CRC. If the examiner has specified a CRC and the Contractor is

unable to approve the request, Contractor must contact the examiner for further direction regarding an optional CRC. The examiner may also request return of the referral.

Services will commence upon the referral of the claim to the Contractor by the MSF claims examiners. Referrals will be made as defined below. If the CRC has assessed a need for additional services, the CRC shall immediately contact the examiner (CE) with a recommendation and obtain approval prior to providing the additional services.

The CRC is expected to keep the examiner informed of progress on a periodic basis as specified in the referral or as otherwise agreed. In addition, the CRC is expected to notify the examiner of any impediment to timely completion of the assignment by any party. This includes no-shows and/or canceled appointments by the Injured Employee (and/or counsel if represented), the employer, the medical provider or any other party critical to the success of the effort.

The CRC will perform the tasks identified below to accelerate the rehabilitation process by minimizing the lag time between individual assignments.

The examiner is expected to provide the CRC with all relevant information currently available. New relevant information will be forwarded by the examiner to the CRC.

## **SECTION 2** **SERVICES**

### **Phase I Time of Injury (TOI) Job Analysis (JA) (Billing code: JA008- \$394)**

The TOI Job Analysis will comprehensively describe all aspects of the IE's job.

#### Stipulations:

1. To be completed in-person with the IE and the IE's employer/direct supervisor at the IE's TOI work site. A previously obtained TOI Job Analysis may be used only when it has been brought up-to-date and verified as accurate by the IE and the IE's employer/direct supervisor. If the CRC detects the need for an ergonomic assessment of the TOI job the CRC will contact the examiner and seek approval prior to instituting additional services such as Phase II (B).
2. CRC will obtain signatures with dates of employer/direct supervisor and IE to verify their participation.
3. CRC will ascertain whether employer is willing and/or able to modify TOI job or provide alternative work.
4. CRC will provide copies of TOI JA to attending MD, employer, IE (or attorney), and examiner at the same time.

Completion: Within 14 days of assignment.

### **Phase II**

#### **A) Stay at Work/Return to Work (SAW/RTW) Coordination (Billing Code: SARTW- \$331)**

The goal of Stay at Work/Return to Work coordination is to transition the IE into TOI employment, whether it is the TOI job, modified TOI job or an alternative job with the TOI employer.

Stipulations:

1. The CRC will obtain employer and IE commitment for SAW/RTW (TOI, or modified, or alternative job).
2. The CRC will report on the employer's and IE's commitment for SAW/RTW (TOI, or modified or alternative job), identification of the job, wages, anticipated duration (temporary or permanent), and dates of contact with all parties involved.
3. The CRC will inform the IE and employer of the Subsequent Injury Fund (SIF) certification process.
4. Employer commitment for a modified or alternative job will trigger the need for a modified or alternative JA, to be billed separately under JAALT (Phase II-B).

Completion: Within 14 days of assignment.

**B) Modified and Alternative Job Analyses with Time of Injury Employer (Billing Code: JAALT-\$273)**

The CRC is expected to consider the IE's current medical condition, ongoing recovery, remaining physical capabilities, experience, skills, training and other factors that may be relevant when developing an analysis so there is a reasonable expectation that the treating physician will approve the modified/alternative job.

Stipulations:

1. To be completed in-person with the IE and the IE's employer/direct supervisor at IE's work site. A previously obtained Modified/Alternate Job Analysis may be used only when it has been brought up-to-date and verified as accurate by the IE and the IE's employer/direct supervisor. If the CRC detects the need for an ergonomic assessment of the modified or alternative job the CRC will discuss with the examiner who will determine who best to use for the task (CRC, O.T., etc.).
2. CRC will obtain signatures with dates of employer/direct supervisor and IE to verify their participation.
3. CRC will provide copies of Modified/Alternate JA to attending MD, employer, IE (or attorney), and examiner at the same time. The cover page/letter to the examiner (& the copy to the IE) must include the expected wage range for the Modified/Alternative Job submitted to be used by the examiner for estimating future costs. The wage information need not be on the documents intended for the treating physician.
4. CRC will get treating physician's response and provide to all parties.  
(See the incentive plan for approved ALT JAs).
5. CRC will continue to monitor the SAW/RTW process and be actively involved, if needed, for at least 30 days with the IE, treating physician, and employer to ascertain whether there has been a successful return to work and provide a 30-day report to all parties.  
(See the incentive plan for a successful Return-To-Work at the modified job.)
6. CRC will alert the examiner and other appropriate parties to a success-threatening event/occurrence at any time during the monitoring process

Completion: Within 14 days of assignment (plus at least 30 more days of monitoring).

### **Phase III**

#### **A) Employability and Wage Loss Assessment (Billing Codes: EWLA- \$1,100.00, EWLA1 - \$650.00 EWLA2 - \$450.00)**

The purpose of an employability and wage loss assessment is to provide the IE and/or MSF with information regarding the IE's future employment and wage earning capacity. The assessment will include but not be limited to: education (including fields of study and level achieved), prior jobs/work/vocational history (including wages), transferable skills, hobbies/avocations, Military Occupational Specialties, remaining capabilities and permanent physical restrictions. The CRC's recommendation must contain a realistic assessment of the IE's employment and return to work potential that provides the best prospect for employment and maximizes wage-earning capacity. The recommendation must include the following:

- Analysis of work history;
- Current and/or projected restrictions; and
- Rationale to support recommendation(s) on employment and wage earning capacity.

This assessment will facilitate the development of a return to work plan, and determine rehabilitation needs. The CRC is expected to utilize all reasonable resources to assist in re-employability. On a case-by-case basis as determined by the CE, the EWLA can be completed in two phases.

Contractor should bill for these services using the following codes:

EWLA – Full code/complete service – within 30 days of assignment

EWLA1 – Historical Portion – due within 30 days of assignment. This portion will contain:

- Education including all fields of study, vocational or otherwise, and level achieved
- Work history including prior jobs, job duties, and wages
- Military history
- Hobbies/avocations
- Transferrable skills

EWLA2 – Final Report – due within 14 days of receipt of the IE's permanent physical restrictions, or maximum medical improvement, whichever occurs first. This portion will contain:

- Permanent restrictions
- CRC recommendations

#### **B) Alternative Job Analysis –Labor Market Survey (Billing Code: JAALT - \$273 each)**

The CRC is expected to consider the IE's current medical condition, recovery, remaining physical capabilities, experience, skills, training and other factors that may be relevant when developing this analysis so there is a reasonable expectation the treating physician will approve the modified job.

Alternative JA's with employers other than the TOI employer. The CRC will develop and submit up to three Alternative JA's with a labor market survey including expected wages for each Alternative JA.

Stipulations:

1. CRC will provide copies of each Alternative JA to attending MD, IE (or attorney), and examiner at the same time. The cover page/letter to the examiner must include the expected wage range for each Alternative Job submitted to be used by the examiner for estimating future costs. The wage

information need not be on the documents intended for the treating physician. A previously obtained Alternative Job Analysis may be used only when it has been brought up-to-date and verified as accurate by the CRC.

2. For each Alternative JA presented it is expected the position be within the IE's physical abilities, the IE is qualified and competitive for the position based on educational, training and vocational skill level; and the position exists within the labor market. Use of the Dictionary of Occupational Titles is permitted only if a list of positions which fall under the each title and exist within the labor market are included. If any (or all) Alternative JA does not meet these requirements, the examiner may deny payment of the JA.
3. The CRC will request a review by the treating physician, provide copies to the IE or attorney; and will ask the treating physician to sign, date and return the approved/disapproved JAs to the CRC.
4. Upon approval by the treating physician, the CRC will supply that information to the parties and may submit a supplemental payment request. (See the incentive plan for approved ALT JAs.)
5. Additional development of Alternative JA's requires prior approval of the examiner.

Completion: Within 30 days of assignment.

### **C) Vocational Testing (Billing Code: VRTST- \$478)**

Vocational testing may be required to define the IE's basic skills and aptitudes and/or determine any retraining needs. This will be done on an as-needed basis and only with the approval of the referring examiner. The CRC will report the results of this testing either in a separate report or as an addendum to the Employability-Wage Loss Assessment. If the CRC is unable or unqualified to provide the needed testing, the CRC will consult with the examiner prior to sub-contracting. Prior approval for subcontracting of vocational testing services must be obtained from the examiner. If the examiner approves subcontracting of vocational testing, MSF will only authorize payment up to \$425 for this service and the Contractor will be responsible for the balance.

### **Phase IV:**

#### **A) Return to Work/OJT/Training Plan Development (Billing Codes: VRPLN – Initial Assessment/Preliminary Report - \$250.00; PLNDV – Plan Completion - \$650.00)**

Within 14 days of a referral for plan development, CRC will meet with the IE to develop a return to work plan and submit a preliminary report to the CE. The plan for return to work may include:

- On-the-Job Training;
- A combination of OJT (Internship/Apprenticeship) and retraining;
- Job Placement Services; and
- Retraining which includes a specific vocational goal.

Upon completion of the initial meeting with the IE, the CRC will submit a preliminary report outlining their recommendation to the CE for approval. If approved, the CRC will proceed with the development of the plan. The preliminary report will include:

- A brief summary of the EWLA findings and the CRC's recommendation;
- An overview of CRC's discussion with IE;
- Job analysis and labor market information for the position the IE will be able to perform upon completion of the plan (to be billed separately); and

- Steps to be completed and timeframe anticipated for the CRC to develop the plan.

The CRC will research and finalize options, including information regarding program length and all costs. Remedial training and/or travel necessary for the plan must be specified. The plan will be designed to meet the specific needs of the IE and will include up to 3 Alternate JA's, with a Wage Loss Assessment and a Labor Market Survey for each JA that identifies specific vocational opportunities upon successful completion. The CRC will inform the IE of the SIF certification process.

Within 30 days of CE approval of the proposed plan, the CRC will submit the draft plan(s) to the CE for review. If the examiner approves, the draft plan(s) will be submitted to the IE and/or the IE's attorney.

Following review and agreement by the IE (and IE's attorney, if represented), the plan will be signed and dated by all parties involved in the return to work process, including the IE (and IE's attorney, if represented), the OJT/Internship/Apprenticeship Mentor/Retrainer, the claim examiner, and the CRC.

**B) RTW/Training Plan Monitoring (Billing Code: VRMON - \$137/report)**

The CRC will monitor the IE's implementation of the return to work/OJT/retraining plan via communication with the IE, schools, trainers/mentors of training programs, or other relevant sources of information. The CRC will provide brief periodic reports (including grade reports) to the examiner regarding plan implementation and progress, on a frequency determined by the examiner.

**C) Job Placement Services (Billing Codes: PLACE -\$550.00; PLAC1 - \$150.00; PLAC2 - \$150.00; PLAC3 - \$150.00)**

The CRC will provide the IE placement services, including resume preparation assistance for up to 6-weeks of job placement assistance. Additional services may be requested by the examiner as follows:

- 2 Additional Weeks (8 Weeks Total) – Report Required (PLAC1)
- 2 Additional Weeks (10 Weeks Total) – Report Required (PLAC2)
- 2 Additional Weeks (12 Weeks Total) – Report Required (PLAC3)

Job placement assistance may include instruction on completing job applications, improving interview skills, how to identify potential employers, and how to develop job leads. The CRC will inform the IE of the SIF certification process. The CRC will document the activity, including the injured worker's cooperation and participation. The CRC will provide documentation reports to include the list of job applications filed, nature of the job, number of interviews and number of call-backs every 14 days. When interviews are arranged through Job Service or an employment agency, the CRC will make follow-up calls to the assisting agency in order to assist the IE in sharpening their interviewing skills. Documentation reports shall include a synopsis of the follow-up calls.

**D) Revision of RTW Plan/Completion of Alternate Plan (Billing Code: VRREV -\$158)**

A vocational rehabilitation plan may need to be revised to reflect current conditions, or an alternative to a previously developed plan may be needed. If the IE's work related medical condition creates a barrier to completion of the plan, a revision to the existing plan may be considered with CE approval. If, as a result of the work related injury/occupational disease the IE is physically unable to complete the plan or perform the position being retrained for, a new plan must be addressed as stated in Phase IV, section A.

## Phase V

### **A) Subsequent Injury Fund Registration (Billing Code: VRSIF -\$137)**

If not otherwise included in the requirements of the referral, the CRC will assist the IE in the completion of the necessary paperwork for the IE to apply for certification with the Subsequent Injury Fund. A copy of the completed paperwork will be sent to the examiner to confirm completion within 14-days of assignment.

### **B) Social Security Disability Application (Billing Code VRSSD -\$263)**

The CRC will assist an unrepresented IE in the completion of the necessary paperwork and application for Social Security Disability. If the worker is represented by counsel for workers' compensation matters only, the CRC may assist the IE if requested by the examiner, if the I.E.'s attorney agrees. The CRC shall verify that the worker is un-represented for Social Security Disability purposes prior to proceeding with this service. A copy of the completed paperwork will be sent to the examiner to confirm completion within 14-days of assignment. (See the incentive plan for successful SSDI award resulting in an offset for MSF.)

### **C) Litigation (Billing Code VRLIT-\$84)**

Litigation services involve consultation with MSF Legal Counsel, which may include participation in depositions and/or court appearances. In such cases, the CRC may be eligible for an hourly reimbursement for work performed. The CRC must verify that the hourly billing is supported by legal involvement. The examiner will review billings submitted with this code with MSF Legal Counsel to ensure that the billing is appropriate.

### **D) Customized/Special Services Due to Unique Circumstances (Billing Code VRSPL, Pre-Negotiated fee Not to Exceed \$84/Hour)**

The Contractor may be requested to perform customized services that may enhance the Vocational Rehabilitation effort, including, but not limited to:

- Visiting the IE and/or Mentor/Trainer at the retraining site; and
- Arranging for Functional Capacity Evaluations (FCE) related to the IE's vocational success; etc.

## Phase VI

Due to the unique character and complexity of Old Fund claims, vocational rehabilitation services for any claims with a date of injury prior to July 1, 1990 will be addressed by services in Phase VI. Services will include file reviews with recommendations for future action, consultation with examiners, full vocational assessment, updating currently existing job analyses or development of alternative job analyses, and possible litigation services.

### **A) Old Fund Basic File Review, 0-5.0 hours (Billing Code: OFBAS -\$331)**

A basic file review may be requested to ascertain whether an IE is capable of either returning to work or participating in a vocational rehabilitation plan. A written summary of the CRC's findings and specific recommendations will be provided to the examiner within 30 calendar

days from the date of referral, unless specified by the examiner that an earlier date is required. This service is categorized as “basic” due to the amount of time spent by the CRC in completing the assignment.

**B) Old Fund Extended File Review, >5.1 hours (Billing Code: OFEXT-\$929)**

If the CRC determines that a more detailed or extended review is needed than the basic review above, it must be pre-authorized by the examiner. An extended file review may be conducted to ascertain whether an IE is capable of either returning to work or participating in a vocational rehabilitation plan. A written summary of the CRC’s findings and specific recommendations will be provided to the examiner within 30 calendar days from the date of referral, unless specified by the examiner that it is needed sooner. This service is categorized as “extended” due to the amount of time spent by the CRC in completing the assignment.

The intent of codes OFBAS and OFEXT is to bill them separately and not in a cumulative manner.

**C) Old Fund Employability and Wage Loss Assessment (Billing Code: OFWLA-\$1,050)**

The purpose of an employability and wage loss assessment is to provide MSF with information regarding the IE’s future employment and wage earning capacity. The assessment will include, but not be limited to: education (including fields of study and level achieved), prior jobs/work/vocational history (including wages), transferable skills, hobbies/avocations, Military Occupational Specialties, remaining capabilities and permanent physical restrictions. A reasonable assessment of the IE’s employment and return to work potential is expected. This assessment will facilitate the development of a return to work plan and determine rehabilitation needs. Claims with a date of injury prior to July 1, 1987 may also require a loss-of- labor market analysis. The CRC is expected to utilize all reasonable resources to assist in re-employability.

Completion: Within 30 days of assignment.

**D) Old Fund Job Analysis, TOI or Alternative (Billing Code: OFJAS-\$394)**

Stipulations:

1. To be completed in-person with the IE and the (former/possible) employer/direct supervisor at the IE’s TOI work site. A previously obtained TOI or Alternative Job Analysis may be used only when it has been brought up-to-date and verified as accurate by the IE and the IE’s (former/possible) employer/direct supervisor.
2. CRC will obtain signatures with dates of employer/direct supervisor and IE to verify their participation.
3. CRC will provides copies of TOI or Alternate JA to the treating physician, employer, IE (or attorney), and examiner. The cover page/letter to the examiner) should include the expected wage range for the Modified/Alternative Job submitted to be used by the examiner for estimating future costs. The wage information need not be on the documents intended for the treating physician.

Completion: Within 30 days of referral.

**E) Old Fund Litigation (Billing Code: OFLIT -\$84/hour)**

Old Fund litigation involves consultation with MSF Legal Counsel, which may include participation in depositions and/or court appearances. In such cases, the CRC may be eligible for an hourly reimbursement for work performed. The CRC must verify that the hourly billing is supported by legal involvement. The examiner will review billing submitted with this code with the MSF legal counsel to ensure that the billing is appropriate.

**F) Old Fund Subsequent Injury Fund Registration (Billing Code: OFSIF -\$137)**

If not otherwise included in the requirements of the referral, the CRC will assist the IE in the completion of the necessary paperwork for the IE to apply for certification with the Subsequent Injury Fund. A copy of the completed paperwork will be sent to the examiner to confirm completion within 14-days of assignment.

**G) Old Fund Social Security Disability Application (Billing Code OFSSD-\$263)**

The CRC will assist an un-represented IE in the completion of the necessary paperwork and application for Social Security Disability. If the worker is represented by counsel for workers' compensation matters only, the CRC may assist the IE if requested by the examiner, and if the I.E.'s attorney agrees. The CRC shall verify that the worker is unrepresented for Social Security Disability purposes prior to proceeding with this service. A copy of the completed paperwork will be sent to the examiner to confirm completion within 14-days of assignment. (See the incentive plan for successful SSDI award resulting in an offset for MSF.)

**H) Old Fund Customized/Special Services Due to Unique Circumstances (Billing Code OFSPL, Pre-Negotiated Fee Not to Exceed \$84/Hour)**

The CRC may be requested to perform customized services that may enhance the Vocational Rehabilitation, effort including, but not limited to:

- Visiting the IE and/or Mentor/Trainer at the retraining site; and
- Arranging for FCEs related to the IE's vocational success; etc.

**SECTION 3**  
**INCENTIVES**

Incentive payments are intended to instill a sense of urgency and effectiveness in the vocational rehabilitation effort. Incentive payments may be made to the CRC for the CRC's successful efforts in the return to work process. All requests for incentive payments will be sent to the examiner, who will assess the CRC's role in the process.

Only one incentive payment may be paid for each Phase type. With the exception of Alternative JA's, requests for multiple incentives on a single phase will not be honored.

The following definitions and conditions will be applied by the claim examiner to determine whether the incentive is payable:

**Facilitates** means due to the efforts of the CRC. The incentive is not automatically authorized upon the IE's return to work. The CRC's reports must demonstrate that the CRC's efforts made a timely and significant difference in facilitating the IE's return to work.

**Successful** means that the return to work must be successful. The IE must remain gainfully employed in the position for at least 30 days prior to consideration of the incentive payment, unless indicated that return to work must be of greater duration.

Billing must be submitted no later than 30 days after the IE successfully (after 30 days) returns to the facilitated return to work. The CRC will provide documentation to support his/her claim for the incentive showing that the CRC both facilitated the return to work and that the return to work was successful, as well as dates and wages involved.

**Date of referral** refers to the date the examiner either made the referral or acknowledged the need for the referral by e-mail and/or in the file notepad entry to the phase services. Phases eligible for incentive payments are described in the following table:

INCENTIVE MATRIX				
	Action	Expectations of CRC Actions	Code	Flat Fee
Phase II,III	JAALT Development of an alternate or modified job analysis either at TOI ER or elsewhere.	CRC develops an Alternate/Modified JA that is approved by the treating doctor. Payable for each approved ALT JA up to 3.	INCO1	\$100 each
	SSDI Application	Successful award of SSDI award resulting in an offset for MSF. (Only where IE is unrepresented and/or if represented, the IE's attorney agrees to allow the CRC to pursue)	INCO2	\$500
	RTW as a result of SAW/RTW efforts full-time at mod/alt job within 30 days of Phase II referral	-CRC facilitates RTW placement for IE at TOI employer -RTW is successful- If no wage loss incentive paid at full value. If wage loss @ \$ 2/hr or less incentive paid at 1/2 of full value. If wage loss greater than \$ 2/hr incentive paid at ¼ full value.	INC04	\$975
	RTW as a result of SAW/RTW efforts full-time at mod/alt job within 60 days of Phase II referral	-CRC facilitates RTW placement for IE at TOI employer -RTW is successful If no wage loss incentive paid at full value. If wage loss @ \$ 2/hr or less incentive paid at 1/2 of full value. If wage loss greater than \$ 2/hr incentive paid at ¼ full value.	INC05	\$650
	RTW as a result of SAW/RTW efforts full-time at mod/alt job within 90 days of Phase II referral	-CRC facilitates RTW placement for IE at TOI employer -RTW is successful  If no wage loss incentive paid at full value. If wage loss @ \$ 2/hr or less incentive paid at 1/2 of full value. If wage loss greater than \$ 2/hr incentive paid at ¼ full value.	INC06	\$325
	Phase IV, VI	Return to TOI wage following OJT training	-includes OJT training -IE return to TOI wage (paid by employer) within 6 months of commencing OJT training -paid after 6 months of employment Not applicable for retraining plans that do not include an OJT/internship component as at least 1/3 <sup>rd</sup> of the time in the plan.	INC07
Successful RTW for IE deemed perm total		-CRC implements rehab plan previously determined as PT by MSF or adjudicated as PT -successful RTW for 6 months	INC08	\$3200

**SECTION 4**  
**PAYMENT TERMS**

The rates effective July 1, 2013 are for dates of service on or after July 1, 2013.

Payment to Contractor will be made by mailed check. Contractor must provide a completed W-9 form.

Contractor is responsible for and will not charge MSF for administrative expenses, telephone charges, clerical and reporting charges, copying and postal charges.

**Travel (Billing Code VRTRV/VRTRM/VRTRH/VRTRT)**

MSF will not pay mileage and professional time for travel within the city limits of the following cities, or for travel within communities in which the CRC is located:

Billings  
Bozeman  
Butte  
Great Falls  
Helena  
Kalispell  
Missoula

The Contractor will be paid for actual time or mileage traveled from the city of the CRC's normal location. The contractor will be compensated for travel from another city if that CRC has been specifically requested by the examiner.

The Contractor is expected to consolidate travel to the greatest extent possible. Travel for multiple referrals will be prorated among the referrals. Contractor's travel time will be compensated at \$42.00 per hour. If the Contractor is traveling for business related to more than one claim, the Contractor will divide the expenses and hourly rate among the claims and pro rata bill each claim accordingly.

Travel expenses (to include mileage, meals and lodging) will be reimbursed as billed or at the current official published State of Montana rates (<http://doa.mt.gov/doatravel/travelmain.asp>) in effect at the time of the travel, whichever is less.

The billing for the Contractor's travel time and the mileage reimbursement must be listed on separate lines. There must be separate entries for each trip billed.

Contractor must use the following codes to bill for travel expenses:

VRTRV- Mileage  
VRTRM – Meals (must specify which meal)  
VRTRH – Hotel/Motel  
VRTRT – Travel Time

## **Contractor Billing**

Authorization for payment will be based on the provision and completion of each element of the referred phases, unless Montana State Fund specifies that a particular component is not necessary.

The Contractor will bill for referred claims no later than 30 days after completion of the assigned services within the Phase. The bill for services will be sent to the referring examiner. MSF specifies that the format of the bill will be via CMS 1500 in accordance with CMS Guidelines. Each bill will be for a single injured worker. No multi-file or multi-services bills will be accepted.

Contractor must bill for one action in its entirety; with the exception of Phase III (EWLA) split billing will not be authorized. Contractor should bill for out-of-state services with the modifier "OS".

## **SECTION 5 CONTRACTOR INFORMATION**

Each Contractor will submit to MSF a roster of its Certified Rehabilitation Counselors (hereinafter referred to as "CRC") and/or staff members who will be counseling, testing and or otherwise working with Injured Employees (hereinafter referred to as "IE"). The roster will reflect the name, address, phone number, FAX number, e-mail ID, and Geographic area covered. Provide a copy of a current certificate for each CRC. A brief resume (no more than one page) is required for each CRC and/or staff member that lists the following: years of experience, highest degree attained, name of institution and the major field of study, the subjects and the number of hours of continuing education in the last 2 years, special areas of expertise and any other pertinent skills. Contractor must notify MSF of any CRC contact information changes within 5-days and staff changes and/or additions within 30 days.

### **Clerical/Reporting Requirements**

The Contractor must have adequate clerical, support and supervisory staff to provide timely reporting to MSF. The Contractor must have at least one staffed office in the State of Montana.

Any reports or documentation sent to MSF by e-mail or fax will be sent simultaneously in hard copy (i.e. paper) form to the same person at MSF.

## **SECTION 6 CONTRACTOR TRAINING**

MSF may provide up to four hours of training annually aimed at helping the CRCs provide appropriate services to an IE. Any CRC wishing to accept assignments from MSF must attend at least one of the training sessions provided. (Locations, times, dates and agenda to be announced at least 30-days in advance.)

## **SECTION 7 TERM/RENEWAL**

The term of this contract will be July 1, 2013 through June 30, 2014. This instrument shall not be effective until duly signed by all the parties hereto.

## **SECTION 8 AUDIT BY MSF**

Montana State Fund may conduct at least one audit annually of each Contractor. An audit may include, but not be limited to; timeliness and/or effectiveness of services, promptness of reporting and accuracy of bills.

Vocational Rehabilitation Peer Reviews may be a part of the MSF auditing process. Work products not containing the required components or not submitted within the time specified may be returned to the Contractor for completion, at no additional charge. Payment for untimely or non-compliant work may be reduced or withheld at the discretion of MSF. Inaccurate billing will be corrected and the Contractor will refund overcharges to Montana State Fund. For each audited claim containing billing errors, the State Fund may charge the Contractor a \$500.00 audit service fee. Repeated submission of deficient work products or inaccurate billing may result in cancellation of the contract. Un-timely or non-compliant work by Contractor may result in contract termination pursuant to Section 21.

## **SECTION 9** **ADVERTISING/NEWS RELEASES**

The Contractor shall not advertise or share information concerning this contract in any form, or with any media without prior written consent from MSF. This does not prohibit the Contractor from sharing contract information needed for provider relationships or efforts needed to carry out other functions described in this contract.

Upon execution of this agreement, the Contractor may issue a press release announcing said execution, provided MSF has first reviewed said release for accuracy and content. MSF shall give approval/disapproval. Approval of the press release may not be unreasonably withheld.

## **SECTION 10** **MSF ASSISTANCE**

It is agreed MSF shall cooperate with the Contractor and provide such information as is necessary for Contractor to provide the services as set forth in this agreement. MSF will provide no other assistance, personnel or equipment to Contractor unless otherwise agreed to in writing.

## **SECTION 11** **ACCESS TO RECORDS -- RETENTION OF RECORDS**

The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

### **MSF Access to Records and Confidentiality**

The Contractor/CRC must comply with applicable provisions of the Workers' Compensation Act and obtain an appropriate release from the IE.

The Contractor will permit, at reasonable times and with reasonable notice, MSF access to claim records for review, copying or auditing. The Contractor will keep accurate records of who completed each service, how it was done, and when it was completed.

Contractor will keep all information received from State Fund, and all information and data created under the contract confidential, except that Contractor may utilize and disclose confidential information and data to the extent necessary to perform the services required under this contract. Contractor may not otherwise provide third parties confidential information or data unless authorized in writing by State Fund to release the data or information. If Contractor is subpoenaed for State Fund information, Contractor must notify State Fund within 24 hours of service of the subpoena, and prior to responding to the subpoena. All employees and agents of

Contractor who may receive confidential information from State Fund will be advised of the confidentiality requirements of this contract.

Contractor understands and agrees that the provisions of MCA §§ 2-6-501 to 2-6-504, concerning the protection of certain personal information received from State Fund, as defined in the law, apply to the Contractor while performing a function for State Fund. Contractor shall comply with this law, and will adopt and implement an information security policy and procedures in accordance with this law.

**SECTION 12**  
**COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for MSF in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of MSF. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Montana State Fund, P.O. Box 4759, Helena, MT 59604-4759, upon expiration.

**SECTION 13**  
**HOLD HARMLESS/INDEMNIFICATION**

The Contractor agrees to protect, defend, and save the state of Montana, MSF, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of MSF, under this agreement

**SECTION 14**  
**COMPLIANCE WITH LAW**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**SECTION 15**  
**ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**SECTION 16**  
**MODIFICATION OF CONTRACT**

1. No modification of this agreement shall be valid or binding unless such modification is in writing, duly dated, and executed by all parties to this original agreement.
2. If any portion of this contract becomes void by order of a court of law, all other sections of this contract remain in place with full force and effect.

**SECTION 17**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on all successors and assigns of the Contractor, including successors in interest.

**SECTION 18**  
**INSURANCE REQUIREMENTS**

1. The Contractor shall be required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance coverage for injuries to persons or damages to property including contractual liability which may arise from or in connection with work performed by, or under general supervision of, the Contractor, his agents, representatives, employees, and subcontractors under this agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.
2. The Contractor must provide a certificate for commercial general liability, to include bodily injury, personal injury, property damage and automobile liability insurance (or non-owned auto endorsement if applicable) with combined single limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 aggregate from an insurer with a Best's Rating of no less than A-.
3. The Contractor must also provide a certificate for professional liability insurance with combined single limits of not less than \$1,000,000 per occurrence, with a \$3,000,000 annual aggregate.
4. The Contractor must provide a certificate of insurance to MSF before contract will be executed. The certificate must provide that the Contractor will give MSF 30 days advance notice of cancellation.

CONTRACTS WILL NOT BE EXECUTED WITH VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION.

**SECTION 19**  
**LIMITS OF AGREEMENT**

This instrument contains the entire agreement between the parties, and no statements, promises of inducements made by either party, or agents of either party, which are not contained in the written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except as provided in Section 16, Modifications of this contract.

**SECTION 20**  
**LIAISON**

MSF has designated a liaison within Insurance Operations Support to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated \_\_\_\_\_ as its liaison to whom MSF is to direct its communications concerning this Agreement.

**SECTION 21**  
**TERMINATIONS**

This Agreement shall continue in force and govern all transactions between the parties for the term stated in Section 3, or until canceled or terminated by either party. It is further agreed that either party may cancel this Agreement as a convenience cancellation without cause upon 30 days written notice to the other party.

In the event of termination, the Contractor shall be paid for the work performed or services rendered through the date of termination and reports prepared and information collected by the Contractor prior to termination shall become the property of MSF and shall be delivered to MSF within a reasonable time.

MSF may terminate this agreement upon 30 days written notice if Contractor fails to perform its contractual duties or responsibilities.

**SECTION 22**  
**CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**SECTION 23**  
**FAILURE OF ENFORCEMENT IS NOT A WAIVER**

Failure of MSF to enforce any of the provisions of this contract does not constitute a waiver of that provision or affect any part of this contract, or the right of MSF to later enforce that provision.

**SECTION 24**  
**BEST EFFORTS OF CONTRACTOR**

Contractor agrees that it will at all times faithfully, industriously, and to the best of its ability, experience and talents, perform all of the duties and obligations that may be required of it pursuant to the express terms of the agreement.

Contractor agrees to conduct itself so as not to diminish the good will and reputation of MSF and to abide by all applicable Federal, State and local laws, rules, and regulations.

Contractor further agrees to comply with, abide by, and be bound by the terms, conditions and covenants of this agreement.

**SECTION 25**  
**REGISTRATION WITH SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

**SECTION 26**  
**OUT OF STATE REHABILITATION REFERRALS**

If an out-of-state domiciled CRC is needed to work with an out-of-state domiciled IE, and the Contractor is capable of providing such services, then the Contractor agrees to provide rehabilitation services for IE's outside the state of Montana but within the areas serviced by the Contractor. The Contractor is not permitted to subcontract to other vocational service providers without the approval of the examiner. If the Contractor is unable to provide the needed out-of-state services they will advise the examiner at the time of the referral. Services will be provided under the same terms and conditions as provided in this contract, subject to the following:

Contractor will be compensated for oversight of the out-of-state services at the same rates as provided for in the contract with an additional charge of 10% paid in addition to the basic charges (fees for service) to assure compliance with this contract. The 10% charge will not be added to any incentive compensation. Contractor should bill for out-of-state services with the prefix "OS".

**CONTRACTOR**

**MONTANA STATE FUND**

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

By: \_\_\_\_\_  
PETER STRAUSS  
VP Insurance Operations Support

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for legal content by:

\_\_\_\_\_  
NANCY BUTLER, General Counsel

Date: \_\_\_\_\_

**APPENDIX B - RESPONSE SHEET**

**VOCATIONAL REHABILITATION SERVICES PROVIDER**

By signing below, it is agreed as follows:

1. That the Scope of Services can be provided by the Contractor.
2. That Contractor accepts the Montana State Fund's Contract terms.

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Business Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_