



MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

RFP Number: MSF 42	RFP Title: MEDICAL CASE MANAGEMENT SERVICES
RFP Response Due Date and Time: Open	Number of Pages: 22

ISSUING AGENCY INFORMATION	
Procurement Officer: Bridget McGregor	Issue Date: June 7, 2010
Montana State Fund PO Box 4759 Helena, MT 59604-4759	Phone: (406) 495-5277 Fax: (406) 495-5021 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: Montana State Fund PO Box 4759 Helena, MT 59604-4759	Mark Face of Envelope/Package: RFP Number: MSF 42 RFP Response Due Date: Open Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory:
	(Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume MSF or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with MSF. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

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

Signed Cover Sheet

Signed Addenda (if appropriate)

Response to Appendices A and B

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date..... June 7, 2010

RFP Response Due Date Open

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Montana State Fund (hereinafter referred to as "MSF") invites you to submit a proposal for Medical Case Management Services. A more complete description of the services sought for this project is provided in Section 3, Scope of Project and Attachment A - Contract. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein. These will be nonexclusive contracts. MSF may enter into contracts with more than one Contractor, and may enter into contracts with additional Contractors at any time. MSF does not guarantee any number of referrals under this agreement. Services may begin after the issue date of this RFP.

1.1 CONTRACT TERM

The contract term is for a period of one year beginning July 1, 2010 and ending June 30, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of seven years, at the option of MSF.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any MSF staff or officials regarding this procurement, except at the direction of Bridget McGregor**, 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 as follows:

Procurement Officer: **Bridget McGregor**
Address: **PO Box 4759, Helena, MT 59604-4759**
Telephone Number: **(406) 495-5277**
Fax Number: **(406) 495-5021**
E-mail Address: **bmccgregor@montanastatefund.com**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they

discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. MSF will make any final determination of changes to the RFP.

1.4 GENERAL REQUIREMENTS

1.4.1 By submitting a response to this RFP, Contractor agrees to acceptance of the draft contract as set out in Appendix A of this RFP.

1.4.2 Resulting Contract. This RFP and any addenda, and the Contractor's RFP response, including any amendments, shall be included 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.

1.4.3 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.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. MSF reserves the right to approve all subcontractors. The Contractor shall be responsible to MSF for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and MSF.

1.4.6 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

2.0 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.

2.1 OFFEROR COMPETITION

MSF encourages free and open competition among contractors. Whenever possible, MSF will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy MSF's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of responses has passed with the following three exceptions: (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.

2.2.2 Procurement Officer Review of Proposals. Upon opening the responses received in response to this RFP, the procurement officer in charge of the solicitation will review the responses and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the response.
- The response does not contain confidential material in the cost or price section.
- An affidavit from a Contractor'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 response 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 General Services Division's 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. Contractors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All responses will initially be classified as either "responsive" or "non-responsive". Responses may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the response is not within the plans and specifications described and required in the RFP. If a response is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether a contractor has met the standards of responsibility. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If a contractor is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected contractor.

2.3.3 Contract Award. Contract award, if any, will be made to any contractor who meets the requirements of this RFP, and provides all required documents, and successfully completes contract negotiation. A formal contract utilizing the draft contract attached as Appendix A will be executed by all parties.

2.4 MSF'S RIGHTS RESERVED

While MSF has every intention to award a contract as a result of 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 responses received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any response;
- not award if it is in the best interest of MSF not to proceed with contract execution; or
- if awarded, terminate any contract if MSF determines adequate state funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 MEDICAL CASE MANAGEMENT SERVICES

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

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 MSF'S RIGHT TO INVESTIGATE AND REJECT

MSF may make such investigations as deemed necessary to determine the ability of the Contractor to provide the supplies and/or perform the services specified. MSF reserves the right to reject any response if the evidence submitted by, or investigation of, the Contractor fails to satisfy MSF that the Contractor is properly qualified to carry out the obligations of the contract.

4.1 CONTRACTOR INSURANCE REQUIREMENTS

The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability, which may arise from work performed under this contract. 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.

At contract execution, the Contractor must provide a certificate for Commercial General Liability, and Professional Liability coverage, to include bodily injury, personal injury, and property damage with combined single limits of \$1,000,000 per claim, and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

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-.

4.2 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply MSF with proof of compliance with the Montana Workers' Compensation Act while performing work for MSF. (Mont. Code Ann. §§ 39-71-120, 39-71-401, and 39-71-405.) Neither the Contractor nor its employees are employees of MSF. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by MSF before contract will be executed, and must be kept current for the entire term of the contract.

SECTION 5: FEES AND PAYMENT

Please see Appendix A – Contract for Fees and Payment

APPENDIX A: CONTRACT

CONTRACT FOR MEDICAL CASE MANAGEMENT SERVICES

Contract ID Number - CONTRACT ID NO. OS-MCM-

THIS AGREEMENT made and entered into between the **MONTANA STATE FUND**, PO Box 4759, Helena, MT 59604-4759, 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 Contractors at any time. Under this agreement there is no guarantee of the number of referrals that will be made to the Contractor.

SECTION 1 PURPOSE

The objective of MSF is to provide optimal medical services to an injured employee in order to return the employee to work as soon as possible after a work related injury or occupational disease, or to provide medical services considered reasonable and medically necessary, in a timely and cost effective manner.

To assist MSF in meeting this objective, the Contractor will provide the services defined in this contract upon the request of MSF for the compensation stated herein. Services will commence upon the referral of the claim to the Contractor by MSF's claims examiner or medical case manager.

SECTION 2 CONTRACT TERM/RENEWAL

1. The term of this contract will be July 1, 2010 to June 30, 2011.
2. This instrument shall not be effective until duly signed by all the parties hereto.
3. In order to be eligible to renew its contract, the Contractor must be current with the information required herein in accordance with this contract.

SECTION 3 GENERAL TERMS OF PAYMENT

The following information is to be used as the Fee Schedule for medical case management services provided to MSF on referred claims.

1. **Billing Requirements.** Line item billing will include: injured employee name, claim number, billing code, billable hours and a description of specific services performed. Billing to be posted in increments of tenths of an hour (.1 = 1-6 minutes, .2 = 7-12 minutes, .3 = 13-18 minutes, .4 = 19-24 minutes, .5 = 25-30 minutes, .6 = 31-36 minutes, .7 = 37-42 minutes, .8 = 43-48 minutes, .9 = 49-54 minutes, 1.0 = 55-66 minutes). Payment for services will be withheld if a description of service and precise reporting of time is not

provided. MSF may postpone reimbursement if questions arise regarding the amount of time spent on specific activities.

2. Billing codes. Billing must be submitted on a properly completed CMS-1500 form, accompanying the line item billing description of specific services performed. The following codes must be utilized in order for reimbursement to be authorized:

Diagnosis code	according to ICD-9-CM
Medical case management, up to & including 10.0 hours.....	RNCM1
Medical case management, over 10.1 hours	RNCM2
Mileage	A9200
Life care plan, up to & including 10.0 hours.....	LCP01
Life care plan, over 10.1 hours	LCP02
Travel	MCMTR

3. All services provided must be documented in a note for the claim file; i.e., the medical case manager must submit documentation to describe the services provided and a summary of the claim’s status. Line item billing with a description of services provided does not meet this requirement.
4. Independent case management, including out-of-state case management. MSF will reimburse the Contractor at the rate of \$90.00/hour and will be limited to a period up to, but not exceeding, ten (10) hours. The Contractor must request authorization for additional hours from MSF’s claims examiner or medical case manager responsible for the referral.

ANY extension must be pre-authorized in writing by MSF’s claims examiner or medical case manager.

5. Life care plan. MSF will reimburse the Contractor at the rate of \$90.00 per hour, with a limit of up to six (6) hours, for compiling a simple life care plan on referred claims. The Contractor may request additional hours from MSF for a comprehensive life care plan. Prior authorization in writing for additional time is required from MSF’s claims examiner or medical case manager.
6. Any services performed by out-of-state associates of a Contractor will be reimbursed at the rates specified in this contract.
7. Travel expenses. Mileage will be reimbursed at the prevailing reimbursement rate for state employees, as listed in the travel policy located on the Department of Administration’s website:
<http://\do.mt.gov\doatravel\travelmain.asp>, using code A9200. Mileage reimbursement will be paid only when travel exceeds 15 miles from the city of origin. Local travel (15 miles or less) is not subject to reimbursement.
8. Reimbursement for professional travel time will be at 50% of the professional hourly fee, or \$45.00, and subject to the same restrictions as number 6 above billing with the code MCMTR.
9. MSF will not reimburse the Contractor for uncompleted telephone calls. For example, a call made to an unavailable party for whom a message was left will not be reimbursed.
10. Ancillary costs. Supporting documentation will be required for any out-of-pocket expenses or any costs not specifically described in this contract. Pre-authorization is required for reimbursement of any ancillary costs. In the absence of pre-authorization, MSF’s claims examiner or medical case manager will review the

supporting documentation, determine whether the costs are reimbursable, and render a reimbursement decision.

11. Special circumstances. MSF recognizes that unexpected circumstances may arise that warrant reimbursement to the Contractor. The Contractor will contact MSF's claims examiner or medical case manager to review these items for authorization and for a determination on whether authorization of payment will be provided.

12. Contractor must provide a completed W-9 form.

All bills, and associated documentation, are subject to review by MSF.

SECTION 4

SCOPE OF SERVICES

The following services may be needed and are to be provided upon the written request of MSF.

1. Medical Case Management

These services will be directed by the specific goals requested by MSF and may include, but are not limited to, the following services:

- a. initial interview with the injured employee,
- b. coordination of appropriate medical and support services,
- c. development of a treatment plan designed to facilitate optimal case outcome,
- d. obtain pertinent medical, school, or vocational records, as requested by MSF, and provision of those records to identified parties,
- e. continuing contact with the injured employee, medical providers, claim examiner, and if requested, employer,
- f. regular reporting to MSF's claims examiner or medical case manager,
- g. injured employee, and possibly family, education and monitoring to ensure injured employee compliance with recommended medical treatment,
- h. assessment of appropriate equipment and supplies, coordination of provision, and negotiation of costs if not covered by a PPO contract,
- i. home domiciliary care assessment.

2. Life Care Plan

MSF may request the Contractor to provide a life care plan, either simple or comprehensive, for an injured employee. A life care plan will provide MSF with reliable information regarding the anticipated needs and costs of an injured employee in order to ensure that he/she receives appropriate and cost-effective care.

A simple life care plan should include a summary of all issues involved and anticipated lifelong medical needs and costs for an injured employee. A comprehensive life care plan should identify the necessity and detailed anticipated costs of medical care, rehabilitation, housing, equipment, supplies, medications, skilled nursing care, attendant care, respite care, transportation, education, and any other special needs.

It is agreed that all requests for life care plans will be for simple life care plans, unless a specific request is made by MSF that a comprehensive life care plan be completed.

3. Out-of-State Medical Case Management

MSF may periodically require out-of-state medical case management or other services. Reporting requirements will be similar to in-state medical case management but may be handled by either the out-of-state case manager or the local case manager, depending on the particular needs of the claim and the request of MSF. Charges for out-of-state case management will be paid at the same rates as in-state case management.

4. Referral Process

Referrals for any medical case management service will be made by MSF's claims examiner or medical case manager. The referral will include specific goals of referral, indicating the specific activity to be performed. Contractor agrees to assign the case within 2 business days of the referral. Any additional activity must be pre-authorized in writing or will not be considered reimbursable. MSF does not guarantee referrals to the Contractor(s) and reserves the right to perform case management services independently and separately from this contract.

The Contractor understands that, by entering into this agreement, there is no guarantee of referrals or number of referrals they will receive from MSF. Any request from the Contractor for direct marketing of any MSF personnel must be pre-authorized by the MSF Medical Team Leader.

5. Requests for Additional Service

Any request for additional service, in excess of the allowed time of up to ten (10) hours, must be presented in writing to MSF's claims examiner or medical case manager. Each request must include a specific plan of action for the use of additional time. No additional time in excess of the original ten hours will be authorized for reimbursement without written approval for additional time. Any additional time authorized by the MSF will not be reimbursed at any rate exceeding the contracted rate.

Submission of a written request by the Contractor for additional time that assumes authorization in the absence of written authorization by MSF's claims examiner or medical case manager will not be allowed under the terms of this contract.

6. Miscellaneous

All services performed under this agreement are to be provided by registered nurses (RNs) who are currently licensed in the state where services, as defined by this contract, are being provided.

The Contractor shall notify MSF within 48 hours of any problems between the medical provider, injured employee, or Contractor. Failure to resolve problems may be grounds for termination of the contract.

MSF has contracted for services with a Managed Care Organization (MCO) and Preferred Provider Organizations (PPOs) pursuant to cost containment legislation, specifically Senate Bill 347. As part of this contract, the Contractor agrees to work in conjunction with any MCO or PPO with a contract for services with MSF.

The Contractor agrees that there will be no direct marketing of Contractor's services to MSF personnel except as expressly permitted by the MSF Medical Team Leader.

7. Definitions

As used herein these terms are defined as follows:

Accident - (a) An unexpected traumatic incident or unusual strain, (b) identifiable by time or place of occurrence, (c) identifiable by member or part of the body affected, and (d) caused by specific incident on a single day or during a single work shift. Injury or injured does not include a disease not caused by an accident.

Agreement or Contract - A subsequent binding contract, or mutual assent, between Montana State Fund and selected Contractor(s), incorporating the elements of agreement offered, considered, and accepted by both parties.

ARM - Refers to the Administrative Rules of Montana, which is the State of Montana Rules Manual developed as specific guidelines for compliance to the MCAs.

Claim - Refers to an injured worker's file including but not limited to medical history, chart notes, treatment guidelines, etc.

Contract Officer - The individual designated by MSF to act on behalf of MSF to develop and administer purchasing agreements and contracts within the limits established by law. The State Fund has designated Bridget S. McGregor, Medical Team Leader.

Contractor(s)/Vendor- An individual, company, corporation, or firm with whom MSF develops a Contractor(s) agreement or contract for the procurement of goods or services.

Disability - An alteration of an individual's capacity to meet personal, social, or occupational demands, or statutory or regulatory requirements, because of an impairment. A disability arises out of the interaction between impairment and external requirements.

Impairment - An alteration of an individual's health status. An impairment is determined by an assessment by medical means and is considered a medical issue. An impairment is a deviation from normal in a body part or organ system and its functioning.

Injured Employee - A person who has suffered an occupational injury or disease for which MSF has accepted liability pursuant to the terms of the Workers' Compensation or Occupational Disease Acts, or is making compensation payments to the worker pursuant to Section 39-71-608, MCA, or any other reservations of rights.

Injury - Internal or external physical harm to the body; damage to prosthetic devices or appliances, except for damage to eyeglasses, contact lenses, dentures or hearing aids; or death according to Section 39-71-119, MCA. Injury or injured does not mean a physical or mental condition arising from emotional or mental stress, or a non-physical stimulus or activity.

Maintenance Care – 39-71-116(16), MCA. Treatment designed to provide the optimum state of health while minimizing recurrence of clinical status.

Maximum Medical Improvement (MMI) – 39-71-116(17), MCA. Also known as maximum healing, MMI, or medical stability, it is used to indicate when further recovery and restoration of function can no longer be anticipated to a reasonable degree of medical probability. This assessment implies that a condition is permanent

and static and it is unlikely that any further diagnostic or therapeutic interventions would directly affect the physical outcome.

MCA - Refers to the Montana Code Annotated, which are the laws of the State of Montana.

MCO - Managed Care Organization. The vendor(s) contracted with MSF to provide managed care as provided for under MCA §39-71-101 et seq.

Medically Necessary - Services or supplies which, under the provisions of this agreement, are determined by the Contractor(s), provider(s), and State Fund medical reviewer(s) to be: (a) appropriate and necessary for the symptoms, diagnosis, or treatment of the medical condition, (b) provided for the diagnosis or direct care and treatment of the medical condition, (c) within the standards of good medical practice within the Contractor(s) organized medical community, (d) not primarily for the convenience of the covered individual, the covered individual's physician, or another provider, (e) the most appropriate supply or level of services which can safely be provided. For hospital stays, this means that acute care as an in-patient is necessary due to the kind of services the covered individual is receiving or the severity of the covered individual's condition, and that safe and adequate care cannot be received as an out-patient or in a less intensive medical setting.

Member - An individual health care provider other than a personal doctor, who regularly provides services for or on behalf of an MCO, whether as an employee of the MCO or pursuant to contractual arrangements.

Occupational Disease - Harm, damage, or death arising out of or contracted in the course and scope of employment and caused by events occurring on more than a single day or work shift. The term does not include a physical or mental condition arising from emotional or mental stress or from non-physical stimulus or activity.

PPO - Preferred Provider Organization.

Palliative Care – 39-71-116(20), MCA. Treatment designed to reduce or ease symptoms without curing the underlying cause of the symptoms.

Personal Doctor - Means a person who is qualified to be a treating physician and has a documented history of providing treatment to the injured worker prior to the injury, for any condition. The personal doctor also maintains the injured worker's medical records and is one of the following types of specialties; family practice, general practice, internal medicine, or chiropractor, and provides services after an injured worker has been referred to an MCO.

Primary Medical Services – 39-71-116(25), MCA. Treatment prescribed by a treating physician for conditions resulting from the injury necessary for achieving medical stability.

Secondary Medical Services – 39-71-116(29)(a), MCA. Those medical services or appliances considered not medically necessary for medical stability. The services and appliances include, but are not limited to, spas or hot tubs, work hardening, physical restoration programs and other restoration programs designed to address disability and not impairment, or equipment offered by individuals, clinics, groups, hospitals or rehabilitation facilities.

Specialty/Facility Provider - A provider or facility not listed as a member of the MCO panel, but is a preferred provider designated by the MCO.

State - Refers to the State of Montana and all State Agencies

Treating Physician – 39-71-116(37), MCA.

"Treating physician" means a person who is primarily responsible for the treatment of a worker's compensable injury and is:

- (a) a physician licensed by the state of Montana under Title 37, chapter 3, and has admitting privileges to practice in one or more hospitals, if any, in the area where the physician is located;
 - (b) a chiropractor licensed by the state of Montana under Title 37, chapter 12;
 - (c) a physician assistant licensed by the state of Montana under Title 37, chapter 20, if there is not a treating physician, as provided for in subsection (37)(a), in the area where the physician assistant is located;
 - (d) an osteopath licensed by the state of Montana under Title 37, chapter 3;
 - (e) a dentist licensed by the state of Montana under Title 37, chapter 4;
 - (f) for a claimant residing out of state or upon approval of the insurer, a treating physician defined in subsections (37)(a) through (37)(e) who is licensed or certified in another state; or
 - (g) an advanced practice registered nurse licensed by the state of Montana under Title 37, chapter 8.
8. Contractor must comply with applicable provisions of the Workers' Compensation Act. Contractor will notify the injured worker, or if represented his/her attorney, prior to contact with the treating provider.
9. Any information related to the injured employee will remain confidential and will not be disclosed to third parties without the written permission of MSF or the injured employee.

SECTION 5
REPRESENTATIVE LIAISON

1. MSF has designated Bridget S. McGregor, Medical Team Leader, as its Representative (Contract Officer) for purposes of this particular agreement.
- Phone: 406-495-5277
E-mail: bmcgregor@montanastatefund.com
2. The Contractor has designated _____ as its Representative (Contract Officer) for the Contractor for purposes of this particular agreement.
- Phone: _____
- E-mail: _____
3. The Contract Officer for each party shall act as the liaison for communication between the insurer and the provider after the contract has been enacted. If either party designates someone other than the named Representative as the communication liaison, they shall notify the other party in writing within five (5) working days of the change.

SECTION 6
ACCESS AND 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. (Section 18-1-118, MCA). 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.

SECTION 7
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 8
REGISTRATION WITH THE 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://sos.mt.gov>.

SECTION 9
HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State of Montana, MSF, its elected and appointed 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 10
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 11
COMPLIANCE WITH LAWS

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 12
COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana 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 the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

SECTION 13
CONTRACT TERMINATION

1. MSF or the Contractor, with 30 days written notice to the other, may at any time during the term of this contract, terminate this contract with cause, or if the other party:
 - a. fails to perform its contractual duties or responsibilities; or
 - b. does not meet expected performance levels; or
 - c. does not meet time frames to improve performance levels as developed by MSF and the Contractor.
2. Either party may cancel this contract without cause with 30 days written notice.
3. MSF, or the Contractor, may terminate this contract at any time if either entity ceases to exist.
4. In the event of contract termination/cancellation, the Contractor will transfer all records related to a referred claim to either MSF or a new Contractor, and neither MSF nor the new Contractor may be charged for the transfer.

SECTION 14
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 15
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 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 \$2,000,000 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 16
LIMITS OF AGREEMENT

1. 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.
2. The request for proposal issued by MSF and the proposal of the Contractor are both herein incorporated and made part of this contract. If there are any discrepancies between the RFP, the Contractor Proposal, and this Contract, this Contract governs.

SECTION 17
SUCCESSORS AND ASSIGNS

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

SECTION 18
VENUE

This solicitation 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 19
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 20
BEST EFFORTS OF CONTRACTOR

1. 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.
2. Contractor agrees to conduct itself so as not to diminish the good will and reputation of MSF and to abide by all applicable laws, rules, and regulations.
3. Contractor further agrees to comply with, abide by, and be bound by the terms, conditions and covenants of this agreement.

SECTION 21
MSF ASSISTANCE

MSF shall not supply Contractor with any assistance in the form of personnel, office equipment, or other similar and related items.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT the day and year first below written.

«COMPANY»

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

MEDICAL CASE MANAGEMENT SERVICES

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: _____