



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> MSF 27	<b>RFP Title:</b> HOME HEALTH SERVICES/HOME BASED THERAPY PREFERRED PROVIDER
<b>RFP Response Due Date and Time:</b> Open	<b>Number of Pages:</b> 19

## ISSUING AGENCY INFORMATION

<b>Procurement Officer:</b> Bridget McGregor	<b>Issue Date:</b> June 19, 2006
Montana State Fund PO Box 4759 Helena, MT 59604-4759	Phone: (406) 444-6595 Fax: (406) 444-6555 TTY Users, Dial 711  Website: <a href="http://www.mt.gov/doa/gsd">http://www.mt.gov/doa/gsd</a>

## INSTRUCTIONS TO CONTRACTORS

<b>Return Response to:</b>  Montana State Fund 5 South Last Chance Gulch Helena, Montana 59604-4759	<b>Mark Face of Envelope/Package:</b>  RFP Number: MSF 27 RFP Response Due Date: Open  <b>Special Instructions:</b>
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**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

## CONTRACTORS MUST COMPLETE THE FOLLOWING

<b>Contractor Name/Address:</b>	<b>Authorized Contractor Signatory:</b>  (Please print name and sign in ink)
<b>Contractor Phone Number:</b>	<b>Contractor FAX Number:</b>
<b>Contractor E-mail Address:</b>	

**CONTRACTORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

# TABLE OF CONTENTS

	<u>PAGE</u>
<b>Schedule of Events</b> .....	3
<b>Section 1: Project Overview and Instructions</b> .....	4
1.0 Project Overview .....	4
1.1 Contract Term .....	4
1.2 Single Point of Contact.....	4
1.3 Required Review .....	4
1.4 General Requirements .....	4
<b>Section 2: RFP Standard Information</b> .....	6
2.0 Authority .....	6
2.1 Contractor Competition .....	6
2.2 Receipt of Responses and Public Inspection.....	6
2.3 Classification of Responses .....	6
2.4 MSF's Rights Reserved .....	7
<b>Section 3: Scope of Project</b> .....	8
<b>Section 4: Contractor Qualifications/Informational Requirements</b> .....	8
4.0 MSF's Right to Investigate and Reject .....	8
4.1 Contractor Insurance Requirements .....	8
4.2 Compliance with Workers' Compensation Act .....	8
<b>Section 5: Fees and Payment</b> .....	9
<b>Appendix A - Contract</b> .....	10
<b>Appendix B – Response Sheet</b> .....	19

**SCHEDULE OF EVENTS**

**EVENT**

**DATE**

**RFP Issue Date ..... June 19, 2006**

**RFP Response Due Date ..... Open**

**Service Start Date..... July 1, 2006**

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The Montana State Fund, hereinafter referred to as "MSF", is pleased to invite you to submit a response for home health services to injured employees suffering from injuries or occupational diseases under the Workers' Compensation Act of Montana through preferred provider contracts with home health/home based therapy suppliers. 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 beginning on July 1, 2006 and ending on June 30, 2007. 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. The contract, including any renewals, may not exceed a total of seven years, at the option of MSF. Additional home health 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.

### 1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until a contractor is selected and the selection is announced by the procurement officer, **contractors 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 contractor from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Bridget McGregor**  
Address: **Montana State Fund, PO Box 4759, Helena, MT 59604-4759**  
Telephone Number: **(406) 444-6595**  
Fax Number: **(406) 444-6555**  
E-mail Address: **bmcgregor@montanastatefund.com**

### 1.3 REQUIRED REVIEW

Contractors 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 Contractor from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification. MSF will make any final determination of changes to the RFP.

### 1.4 GENERAL REQUIREMENTS

**1.4.1 Acceptance of Contract.** 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, Contractor 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 Contractor'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 CONTRACTOR 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 RESPONSES 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 Responses.** 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://www.mt.gov/doa/gsd/procurement/forms.asp> 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 OF RESPONSES**

**2.3.1 Classification of Responses 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 HOME HEALTH/HOME BASED THERAPY SERVICES**

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

## **SECTION 4: CONTRACTOR 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 SERVICES HOME HEALTH SERVICES/HOME BASED THERAPY PREFERRED PROVIDER AGREEMENT**

**Contract ID Number - OS-HH-«CONTRACT\_ID\_NO»**

This agreement is made by and between **MONTANA STATE FUND**, hereinafter MSF, 5 South Last Chance Gulch, Helena, Montana 59601, and **CONTRACTOR**, \_\_\_\_\_, referred to herein as 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 purpose of this agreement is for provision of home health services to injured employees suffering from injuries or occupational diseases under the Workers' Compensation Act of Montana through preferred provider contracts with home health/home based therapy suppliers.

#### **SECTION 2 CONTRACT TERM/RENEWAL**

1. The term of the contract will be from July 1, 2006 to June 30, 2007.
2. The Contractor and MSF agree that the contract may, upon mutual agreement, be extended after the initial term in annual increments up to a total of seven (7) years. Compensation sections of this contract including, but not limited to, fee schedule, and fixed fees may need to be re-negotiated after the initial one-year term. This instrument shall not be effective until duly signed by all parties hereto.
3. In order to be eligible to renew its contract, the Contractor must be current with all information required herein in accordance with this contract.

#### **SECTION 3 CONTRACT REQUIREMENTS**

1. Contractor must provide a copy of their license/certification to MSF indicating the ability to conduct business. A copy of the certificate must be provided to MSF prior to contract award.
2. All contracted providers must retain medical records which fully disclose the extent and nature of services provided for each referred claimant.
3. Provider agrees to accept the fee schedule set forth in this contract.
4. A physician must prescribe the need for services. Pre-authorization of payment for services by MSF is

required.

5. All contracted providers must accept MSF payment as payment in full for services rendered and not charge a claimant additional fees. A contracting agency may not bill the claimant for any charges not authorized for payment by MSF.
6. All contracted providers must ensure the confidentiality of medical records and any other records related to the claimant.
7. A contracting agency must staff claims with the least restrictive and least expensive appropriate service available within their organization. If a contracting agency offers private, non-certified services, those services must be utilized rather than skilled services, i.e. home management services/personal care services, rather than certified home health aide services.
8. Progress or therapy notes must be presented with billing in order for payment to be made. Handwritten notes must be legible; illegible notes will be returned unpaid for clarification.
9. Contractor must comply with applicable provisions of the Workers' Compensation Act. Contractor will comply with the decision in *Thompson v. State of Montana*, 2005 MTWCC 53.

**SECTION 4**  
**GENERAL TERMS OF PAYMENT**

1. Billing for reimbursement must be submitted on a CMS 1500 or UB92 form using the codes specified in the fee schedule.
2. Reimbursement for home health/home based therapy services shall be the lowest of the following:
  - a. The provider's usual and customary (billed) charges, or
  - b. The rate of reimbursement established by MSF and described in this fee schedule.

**Skilled Services**

HHRN1	Registered Nurse	\$ 95/visit*
HHHA1	Home Health Aide	\$ 50/visit*
HHSS1	Social Services	\$150/visit*
HHPT1	Physical Therapy	\$ 100/visit*
HHST1	Speech Therapy	\$ 100/visit*
HHOT1	Occupational Therapy	\$ 100/visit*
A9200	Mileage	

**Private Duty Services**

HHRN2	Registered Nurse	\$45/hour
HHLN2	Licensed Practical Nurse	\$30/hour
HHHA2	Aide	\$15/hour
HHHM1	Homemaker	\$12/hour
A9200	Mileage	

\*Visit equals up to two hours. Any time greater than two hours may be billed at \$45/hour for RN, physical, speech, and occupational therapy and \$22.50/hour for home health aide.

3. Medications and supplies provided by the home health agency must be billed separately.
4. Mileage will be reimbursed at 44.5 cents per mile, 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.

5. Reimbursement for professional travel time will be at 25% of the professional hourly fee or visit rate, and subject to the same restrictions as number 3 above, and using the code for the service being provided (e.g., HHRN1 travels 30 minutes, charges will reflect \$22.50 on the CMS 1500 or UB 92).
6. MSF reserves the right to re-negotiate reimbursement rates based on extraordinary care circumstances. "Extraordinary Care" is defined as 1) extended physical or medical care of a claimant that exceeds normal duties expected for the particular diagnosis or 2) extraordinary travel circumstances.
7. Payment to Contractor will be made by electronic funds transfer. All Contractors will be required to provide banking information at the time of contract execution in order to facilitate MSF electronic funds transfer payments. Banking information may be provided on a Form 1199A prepared by Contractor's bank, or a voided check. Contractor must also provide a completed W-9.

## **SECTION 5** **SCOPE OF SERVICES**

Contractor upon request of MSF will provide home health services, which is defined as those services which provide home care and related supplies, or home-based therapy (through Independent Practice Consultants) to injured employees who have experienced industrial injuries or occupational diseases and are insured and covered by MSF for Workers' Compensation claims.

### **DEFINITIONS**

**Home health services.** Home health services are those services which provide home care and related supplies to injured employees with industrial injuries or occupational diseases and are insured and covered by MSF for workers' compensation claims.

**Skilled nursing.** 37-40-105, MCA (1) The goal of skilled care is to provide care for patients who require general medical management and skilled nursing care on a continuing basis, but who do not require the constant availability of physician services ordinarily found only in the hospital setting. (2) Skilled nursing care includes components which distinguish it from supportive care. Supportive care does not require professional health training. One component is the observation and assessment of the total needs of the patient. Another component is the rendering of direct services to a patient where the ability to provide the services requires specialized training, such as a registered or a licensed practical nurse.

**Home health aide services/personal care assistance.** Aide services include assistance with activities of personal care and daily living. Specific services may include assistance with bathing, dressing, grooming, ambulation, exercise, transfers, meal preparation, and eating. Services must be provided under the supervision of a registered nurse and in accordance with a written plan of care prescribed by the treating physician.

**Homemaker services.** Homemaker services include the care of the household, such as cooking for other family members, cleaning, shopping, child care, transportation, and other services that do not include personal care of the MSF claimant.

**Physical therapy.** 37-11-101, MCA. "Physical therapy" means the evaluation, treatment, and instruction of human beings to detect, assess, prevent, correct, alleviate, and limit physical disability, bodily malfunction and pain, injury, and any bodily or mental conditions by the use of therapeutic exercise, prescribed topical medications, and rehabilitative procedures for the purpose of preventing, correcting, or alleviating a physical or mental disability.

**Speech Therapy.** 37-15-102, MCA. “Speech therapy” means services rendered by a speech-language pathologist to workers with a communication disorder.

**Occupational therapy.** 37-24-101, MCA. “Occupational therapy” means the use of purposeful activity and interventions to achieve functional outcomes to maximize the independence and the maintenance of health of an individual who is limited by physical injury or illness, psychosocial dysfunction, mental illness, developmental or learning disability, the aging process, cognitive impairment, or an adverse environmental condition. The practice encompasses assessment, treatment, and consultation. Occupational therapy services may be provided individually, in groups, or through social systems.

**Maintenance Care.** 39-71-116, MCA (17) “Maintenance care” means treatment designed to provide the optimum state of health while minimizing recurrence of the clinical status.

**Palliative care** 39-71-116 (21), MCA “Palliative care” means treatment designed to reduce or ease symptoms without curing the underlying cause of the symptoms.

**Treating Physician.** 39-71-116 (36), MCA “Treating physician” means a person who is primarily responsible for the treatment of a workers’ 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-certified licensed by the state of Montana under Title 37, chapter 20, if there is not a treating physician, as provided for in subsection (36)(a), in the area where the physician assistant-certified is located;
- (d) an osteopath licensed by the state of Montana under Title 37, chapter 5;
- (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 (36)(a) through (36)(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, recognized by the board of nursing as a nurse practitioner or a clinical nurse specialist, and practicing in consultation with a physician licensed under Title 37, chapter 3, if there is not a treating physician, as provided for in subsection (36)(a), in the area in which the advanced practice registered nurse is located.

**Independent Practice Consultant.** “Independent Practice Consultant” refers to a licensed physical, speech, or occupational therapist who works for a business other than a home health services provider. The therapist must have current certification to practice the particular category of service. Services of a therapy assistant or therapy aide must be conducted under the direct supervision of a licensed therapist.

## **SECTION 6** **REPRESENTATIVE LIAISON**

1. MSF has designated Bridget S. McGregor, Medical Team Leader, as its Representative (Contract Officer) for purposes of this particular agreement.

Phone: 406-444-6595

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 7**  
**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.

**SECTION 8**  
**ASSIGNMENT AND TRANSFER**

Neither MSF nor the Contractor shall subcontract or assign its obligations under this contract without prior written consent of the other party. If subcontracting or assignment is approved, all requirements of the contract shall be binding to the subcontractor or assignee.

**SECTION 9**  
**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS**

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 10**  
**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 11**  
**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 12**  
**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 13**  
**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 the 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.

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

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

**SECTION 14**  
**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 15**  
**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 16**  
**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 17**  
**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 18**  
**SUCCESSORS AND ASSIGNS**

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

**SECTION 19**  
**VENUE**

The Laws of Montana govern this contract. The parties agree that any litigation concerning this bid, proposal, 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 costs and attorney fees. (Ref: 18-1-401, MCA).

**SECTION 20**  
**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 21**  
**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 22**  
**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.

**CONTRACTOR**

**MONTANA STATE FUND**

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

By: \_\_\_\_\_  
PETER STRAUSS, V.P. Insurance  
Operations Support

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

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

Approved for Legal Content by:

\_\_\_\_\_  
Nancy Butler, General Counsel

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

**APPENDIX B - RESPONSE SHEET**

**HOME HEALTH SERVICES/HOME BASED THERAPY PREFERRED 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: \_\_\_\_\_