



MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

RFP Number: MSF 54	RFP Title: Home Health Services/Home Based Therapy Preferred Provider	
RFP Response Due Date and Time: Open	Number of Pages: 19	Issue Date: June 13, 2013

ISSUING AGENCY INFORMATION	
Procurement Officer: Bridget McGregor	Montana State Fund Phone: (406) 495-5277 Fax: (406) 495-5023 TTY Users, Dial 711
Website: http://vendor.mt.gov/	

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: MAILING ADDRESS: Montana State Fund PO Box 4759 Helena, MT 59604-4759	Mark Face of Envelope/Package with: RFP Number: MSF 54 RFP Response Due Date: Open
Special Instructions:	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	<hr/> <p style="text-align: center;">(Name/Title)</p> <hr/> <p style="text-align: center;">(Signature)</p> <p><small>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.</small></p>
Type of Entity (e.g., corporation, LLC, etc.)	Offeror Phone Number:
Offeror E-mail Address:	Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date.....June 13, 2013

RFP Response Due Date Open

Service Start Date July 1, 2013

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

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 on July 1, 2013.

1.2 CONTRACT PERIOD

The initial contract term is for a period beginning on July 1, 2013 and ending on June 30, 2014. 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.

1.3 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 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:

Procurement Officer: **Bridget McGregor**
Telephone Number: **(406) 495-5277**
Fax Number: **(406) 495-5023**
E-mail Address: **bmcgregor@mt.gov**

1.4 REQUIRED REVIEW

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. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. 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, Contractor agrees to acceptance of the standard terms and conditions and draft contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

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 B, 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, an offeror ***must*** meet all mandatory requirements. MSF will determine whether an offeror's proposal complies with the requirements. Proposals that fail to meet any mandatory requirements listed in this RFP will be deemed nonresponsive.

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.

1.5.6 Contractor's Signature. Appendix C must be signed in ink by an individual authorized to legally bind the business submitting the response. The Contractor's signature on Appendix C 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 RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this 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" (ARM 2.5.602). 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 consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a nonresponsive determination. If an offeror is found nonresponsive, the procurement officer will notify the offeror by mail. The determination will be made a part of the procurement file.

2.4.3 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 B will be executed by all parties.

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 state funds are not available.

SECTION 3: SCOPE OF SERVICES

3.1 HOME HEALTH/HOME BASED THERAPY SERVICES

Please refer to Appendix B – 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 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.

SECTION 5: FEES AND PAYMENT

Please see Appendix B – Contract for Fees and Payment

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the Offeror agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

MSF reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of MSF. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in MSF's solicitation document and a Offeror's response, the language contained in MSF's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Offeror's disqualification and possible debarment.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by MSF.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by MSF prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Offeror's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Offeror at the expense of the Offeror or destroyed if requested.

SOLICITATION DOCUMENT EXAMINATION: Offerors shall promptly notify MSF of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

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, 855 Front Street, PO Box 4759, Helena, Montana 59604-4759, and «**COMPANY**», «Address_1», «Address_2», «City», «State» «Zip» 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, 2013 to June 30, 2014.
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 CONTRACTOR 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. 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.
7. 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.
8. Contractor must comply with applicable provisions of the Workers' Compensation Act. The injured employee must be notified prior to contact with treating physician; or if represented, their attorney.

SECTION 4 **CONFIDENTIALITY**

1. 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.
2. 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 5 **GENERAL TERMS OF PAYMENT**

1. Billing for reimbursement must be submitted on a CMS 1500 or UB04 form using the codes specified in the fee schedule.
2. Reimbursement for home health/home based therapy services will 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	\$120/visit*
HHHA1	Home Health Aide	\$ 65/visit*
HHPT1	Physical Therapist	\$120/visit*
HHST1	Speech Therapist	\$120/visit*
HHOT1	Occupational Therapist	\$120/visit*

Private Duty Services

HHRN2	Registered Nurse	\$55/hour
HHLN2	Licensed Practical Nurse	\$40/hour
HHHA2	Aide	\$21/hour

*Visit equals up to two hours.

3. Medications and supplies provided by the home health agency must be billed separately using HCPCS codes and will be reimbursed in accordance with the Montana Department of Labor and Industry’s Professional Fee Schedule or the contractor’s usual rate, not to exceed the Professional Fee Schedule.
4. 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://doa.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.
5. Reimbursement for professional travel time is subject to the same restrictions as number 3 above using the following codes:

Skilled Services

RN1TR	Registered Nurse	\$30.00/hour
HA1TR	Home Health Aide	\$16.00/hour
PT1TR	Physical Therapist	\$30.00/hour
ST1TR	Speech Therapist	\$30.00/hour
OT1TR	Occupational Therapist	\$30.00/hour

Private Duty Services

RN2TR	Registered Nurse	\$14.00/hour
LN2TR	Licensed Practical Nurse	\$ 10.00/hour
HA2TR	Aide	\$ 5.00/hour

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. Contractor must provide a completed W-9 form.

SECTION 6
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 (for claims from accidents before July 1, 2011) 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.

Treating Physician (for claims from accidents on or after July 1, 2011) 39-71-116 (41), MCA "Treating physician" means the person who, subject to the requirements of 39-71-1101, is primarily responsible for delivery and coordination of the workers' medical services for the treatment of a worker's compensable injury or occupational disease 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 (41)(a) through (41)(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.

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 7
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 8
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 9
ASSIGNMENT AND TRANSFER

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 10
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 11
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 12
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 13

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 14 **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 15 **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 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
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 18
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 15, 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 19
SUCCESSORS AND ASSIGNS

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

SECTION 20
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 21
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 22
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 23
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, 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: _____