



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

<b>RFP Number:</b> MSF 35	<b>RFP Title:</b> INDEPENDENT MEDICAL EVALUATION SERVICES
<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> May 22, 2008
Montana State Fund PO Box 4759 Helena, MT 59604-4759	Phone: (406) 495-5277 Fax: (406) 495-5201 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 855 Front Street Helena, Montana 59601	<b>Mark Face of Envelope/Package:</b>  RFP Number: MSF 35 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**

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**SCHEDULE OF EVENTS**

**EVENT**

**DATE**

**RFP Issue Date..... May 22, 2008**

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

**Service Start Date ..... July 1, 2008**

## 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 the provision of independent medical evaluation services to injured employees suffering from injuries or occupational diseases under the Workers' Compensation Act of Montana through preferred provider contracts.

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.

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, 2008 and ending on June 30, 2009. 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 independent medical evaluation 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) 495-5277**  
Fax Number: **(406) 495-5201**  
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 INDEPENDENT MEDICAL EVALUATION 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 INDEPENDENT MEDICAL EVALUATION SERVICES

CONTRACT ID NO. OS-IME-

THIS AGREEMENT is made and entered into between the MONTANA STATE FUND, 855 Front Street, PO Box 4759, Helena, MT 59604, hereinafter called "MSF" and «COMPANY\_NAME», «Address», «City», «State» «ZIP», 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. MSF claims examiners reserve the right to schedule IME appointments separately from this contract.

#### 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 independent medical evaluation services as 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 the MSF claims examiner.

#### SECTION 2 CONTRACT TERM/RENEWAL

The term of this contract will be July 1, 2008 to June 30, 2009. The contract, upon agreement by the parties, may be renewed annually for up to seven (7) additional years. MSF reserves the right to negotiate modified fees at the time of renewal. This instrument shall not be effective until duly signed by all the parties hereto.

#### SECTION 3 GENERAL TERMS OF PAYMENT

1. Contractor reimbursement shall be as follows (**required coding is stated in bold**):
  - a. Administrative fee, IME & panel, **IME01** ..... \$270.00  
(one fee per IME & panel)
  - b. Administrative fee, No-shows & Cancellations, **IMENO**... \$170.00 only  
(one fee per IME & panel)
  - c. Administrative fee, Out-of-state, **IME01** ..... \$270.00  
(one fee per IME & panel)
  - d. Physician fee, IME & Panel, **MDFEE** ..... no more than \$950.00
  - e. Psychiatrist/Psychologist fee, **MDFEE** ..... no more than \$950.00  
Testing paid at fee scheduled rates

- f. Neuropsychologist fee, **MDFEE** ..... no more than \$950.00  
Testing paid at fee scheduled rates
- g. Chiropractic fee, **DCFEE** ..... no more than \$400.00
- h. No-shows & cancellations, **MDFNO** ..... < 24 hours, full fee  
24-72 hours, \$200.00  
> 72 hours, \$0
- i. Clarification of questions asked ..... \$0
- j. Additional questions, submitted after exam, **MDF01** ..... No more than \$70.00
- k. Multi-volume files or multi-claim examination, **MDF02** .. Reimbursement must be reviewed & approved by MSF prior to exam.
- l. Provider travel reimbursement, **A9200**..... As approved by MSF

- 2. All billing must be submitted on a CMS 1500 form.
- 3. Travel expenses for injured employees are to be advanced to the employee as defined in 24.29.1409, ARM, and MSF will reimburse the Contractor. Travel expenses will be reimbursed at 100% even in the case of a no-show for any reason.
- 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. Contractor must provide a completed W-9 form.

MSF will attempt to make all payments to the Contractor within 30 days of receipt of the Contractor’s invoice for services and expenses incurred. All expenses must be supported by the appropriate documentation.

**SECTION 4**  
**SCOPE OF SERVICES**

- 1. The Contractor agrees to provide Independent Medical Evaluation (IME) services to MSF as follows:
  - a. All medical files and a referral sheet will be provided to the Contractor by a MSF representative. The copied file, along with the referral sheet completed by a claims examiner, will be provided to the selected physician(s) in advance of the examination, by a representative of the Contract. It is the Contractor’s responsibility to organize the file for the IME physician, e.g. eliminate duplicate reports and place file in chronological order.
  - b. The MSF examiner will ensure the Contractor receives the necessary documents.
  - c. The Contractor will make reasonable attempt to contact the injured employee or their representative to confirm availability and check for conflict scheduling. All appointments will be confirmed in writing to both the injured employee and MSF. The Contractor will send a reminder of the appointment to the injured employee (via certified mail) seven (7) working days prior to the examination. MSF will provide the name, address, and phone number of the injured employee’s attorney on the referral for at the time of IME request. MSF staff will notify the Contractor of any additions or changes to referral information if it becomes known.
  - d. Appointments shall be scheduled by the Contractor within two work days of receipt of the referral. Some specialists may be more difficult to schedule and take longer depending upon

availability, but scheduling of the examination will be targeted for five work days. Timeliness is dependent upon the Contractor's ability to contact injured employees or their representatives. If an appointment cannot be made within these time frames, the Contractor will contact the claims examiner to discuss why the deadline cannot be met and what is being done to schedule the appointment.

- e. The Contractor will provide one phone number for IME referrals, questions, or concerns.
  - f. The Contractor will compose and send a letter to the physician(s) with specific questions as outlined by MSF staff. The Contractor will provide to the claims examiner and attorney, if involved, a copy of the above-mentioned letter to physician(s). Claim staff may choose to direct specific questions and directions to the examining physician(s) and will notify the Contractor when this occurs so as to avoid duplication. All letters to providers are to contain statutorily correct language (reference Section 39-71-116 of the Montana Workers' Compensation Act). ([http://data.opi.state.mt.us/bills/mca\\_toc/index.htm](http://data.opi.state.mt.us/bills/mca_toc/index.htm))
  - g. The Contractor will verify to MSF within twenty four (24) hours of the scheduled exam, that the injured employee attended the examination.
  - h. The Contractor will pay to the injured employee directly, and in a timely fashion, all travel expenses as defined in 24.29.1409, ARM, (<http://arm.sos.state.mt.us>) to ensure attendance at the examination. These fees should be itemized with the invoice and submitted to MSF.
  - i. The Contractor will pay medical providers directly.
  - j. All medical examiners are to be licensed in the state in which they practice and, if possible, board certified. Medical examiners must have the appropriate specialty to evaluate the specific injury or disease being addressed.
  - k. All panel evaluations will consist of individual and separate physician examinations with separate reports from each physician.
  - l. The most recent edition of Guides to the Evaluation of Permanent Impairment, published by AMA, must be used by the examining physician for physical impairment rating, unless another edition is requested by or approved in advance by MSF.
  - m. The Contractor will obtain the IME report from the physician(s) within seven (7) working days of the examination and provide it to MSF.
  - n. The Contractor will provide quality control of the IME report, confirming that all questions are answered and/or all issues are addressed within 24 hours of receipt of the examination report.
  - o. The Contractor will fax (when requested), mail, or deliver completed IME reports to the claims examiner. Contractors' invoices will be billed directly to MSF. MSF will reimburse the Contractor and the Contractor will reimburse the IME provider, unless other arrangements are made. Electronic signature of physician(s) is allowed with appropriate security safeguards, and invoices may be faxed with the IME report.
2. The claims examiner reserves the right to request a specific provider.
  3. Contractor must comply with applicable provisions of the Workers' Compensation Act.
  4. 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 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 7**

#### **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 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**

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. §§ 39-71-401, 39-71-405, and 39-71-417.) 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 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 14, 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**

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 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\_NAME»

**MONTANA STATE FUND**

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

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

PETER STRAUSS  
VP INSURANCE OPERATIONS SUPPORT

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

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

Reviewed for Legal Content:

By: \_\_\_\_\_  
NANCY BUTLER, General Counsel

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

**APPENDIX B - RESPONSE SHEET**

**INDEPENDENT MEDICAL EVALUATION SERVICES  
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: \_\_\_\_\_