



MONTANA STATE FUND REQUEST FOR PROPOSAL (RFP)

RFP Number: MSF 55	RFP Title: Urine Drug Screening and Reporting Services	
RFP Response Due Date and Time: July 26, 2013 2:00 p.m., Mountain Time	Number of Pages: 24	Issue Date: June 14, 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://Offeror.mt.gov/	

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to: PHYSICAL AND MAILING ADDRESS: Montana State Fund 855 Front Street Helena, MT 59601	Mark Face of Envelope/Package with: RFP Number: MSF 55 RFP Response Due Date: July 26, 2013
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Special Instructions:

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	<hr/> (Name/Title) <hr/> (Signature)
	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.
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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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide responses in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

Use any forms provided, e.g., cover page, budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

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

- Signed Cover Sheet
- Signed Addenda (if appropriate) in accordance with Section 1.4.3
- Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.
- In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	June 14, 2013
Deadline for Receipt of Written Questions	June 28, 2013
Deadline for Posting Written Responses to MSF's Website	July 16, 2013
RFP Response Due Date	July 26, 2013
Notification of Offeror Interviews/Product Demonstrations (Optional).....	TBD
Offeror Interviews/Product Demonstrations (Optional)	TBD
Intended Date for Contract Award	August 30, 2013

SECTION 1: INTRODUCTION AND INSTRUCTIONS

1.1 INTRODUCTION

Montana State Fund, (hereinafter referred to as "MSF" or "State Fund") invites you to submit a proposal for the provision of random urine drug screening and reporting services for a subset of injured employees of State Fund policyholders. Referrals for urine drug screens will be initiated by the prescriber to determine patient compliance with pain contracts, treatment efficacy, the need for continued analgesia, drug adverse effects, and possible indications of medication misuse. The purpose of this Request for Proposals is to solicit proposals for the provision of these screening and reporting services through a contract with a single Preferred Provider Organization (PPO), in accordance with Montana law. The offeror selected for the PPO will have an exclusive contract with MSF. However, treating physicians will not be bound to use the PPO for the provision of the screening and reporting services described in this RFP, and may use other screening and reporting service providers. The PPO may propose fees for these services that will be incorporated in the contract with MSF, and is expected to market their services to health care providers treating Montana workers' compensation claimants. A more complete description of the services sought for this project is provided in Section 3, Scope of Services. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.2 CONTRACT PERIOD

The contract period is two years, beginning approximately September 1, 2013, and ending August 31, 2015. The parties may mutually agree to a renewal of this contract in two-year intervals, or any interval that is advantageous to MSF. This contract, including any renewals, may not exceed a total of seven years, at MSF's option.

1.3 SINGLE POINT OF CONTACT

From the date this Request for Proposals (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

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

1.4.2 Form of Questions. Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement officer listed above on or before June 28, 2013. Offerors are to submit questions using the Offeror RFP Question and Answer Form available on the OneStop Offeror Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575. Clear reference to the

section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.4.3 MSF's Response. MSF will provide a written response by July 16, 2013 to all questions received by June 28, 2013. MSF's response will be by written addendum and will be posted on the State's website with the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon MSF.

Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions or contract terms, shall submit them to the procurement officer listed above by the date in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. MSF reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

MSF shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. MSF will determine any changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

1.5.3 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.

1.5.4 Offeror's Signature. Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon MSF's request.

1.5.5 Offer in Effect for 120 Calendar Days. Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date, or receipt of best and final offer, if required.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

MSF encourages offerors to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. Further, MSF may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and six copies** to Montana State Fund. **In addition, offerors must submit one electronic copy on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF).** If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted on a separate CD or USB flash drive.

EACH PROPOSAL MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE clearly indicating it is in response to RFP MSF 55. ***Proposals must be received at the reception desk of the Montana State Fund prior to 2:00 p.m., Mountain Time, July 26, 2013. Offeror is solely responsible for assuring delivery to the reception desk by the designated time.***

1.6.5 Facsimile Responses. A facsimile response to an RFP will ONLY be accepted on an exception basis with prior approval of the procurement officer and only if it is received in its entirety by the specified deadline. Responses to RFPs received after the deadline will not be considered.

1.6.6 Late Proposals. ***Regardless of cause, MSF shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request MSF return the proposal at offeror's expense or MSF will dispose of the proposal if requested by the offeror.

1.7 COSTS/OWNERSHIP OF MATERIALS

1.7.1 MSF Not Responsible for Preparation Costs. Offeror is solely responsible for all costs it incurs prior to contract execution.

1.7.2 Ownership of Timely Submitted Materials. MSF shall own all materials submitted in response to this RFP.

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 Offeror Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

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

2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS

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

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

2.4.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to MSF. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.4.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.4.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of proposals and prior to the recommendation of award, the procurement officer may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of their proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.4.6 Best and Final Offer. Under Montana law, the procurement officer may request a best and final offer if additional information is required to make a final decision. MSF reserves the right to request a best and final offer based on price/cost alone. Please note that MSF rarely requests a best and final offer on cost alone.

2.4.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

2.4.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of MSF's selection.

2.4.9 Contract Execution. Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, MSF may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed 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 funds are not available.

SECTION 3: SCOPE OF SERVICES

To enable MSF to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet MSF's requirements.

All subsections of Section 3 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

3.1 INTRODUCTION

State Fund is seeking proposals for the provision of random Urine Drug Screening and Reporting services to include a systematic and standardized process for Immunoassay (IA), and lab-based specific drug ID-eg gas chromatography/mass spectrometry (GC/MS) or liquid chromatography/mass spectrometry (LC/MS) for injured employees of State Fund policyholders receiving ongoing prescriptions for management of chronic pain or pain related conditions. It is our intention to award one contract for the provision of these services. Referrals for urine drug screens will be initiated by the prescriber to determine patient compliance with pain contracts, treatment efficacy, the need for continued analgesia, drug adverse effects, and possible indications of medication misuse.

3.2 BACKGROUND

Montana State Fund is a non-profit, public corporation and was established for the purpose of allowing an option for employers to insure their liability for workers' compensation and occupational disease coverage in Montana. State Fund is Montana's largest writer of workers' compensation insurance. State Fund is one of three options employers have to provide for their workers' compensation insurance coverage. Employers may self-insure, contract with private insurance carriers, or contract with State Fund.

State Fund is commonly known as the Plan 3 option for employers. Though specifically created in law, State Fund competes with private insurance carriers for the insurance business of Montana employers. Unlike most private carriers, State Fund is a mono-line insurance company engaged in providing only workers' compensation and occupational disease insurance. State Fund functions as the guaranteed market for workers' compensation insurance for Montana employers.

State Fund is operated much the same as a private insurance carrier, using actuarially sound principles in setting its insurance rates. By law, State Fund must be neither more nor less than self-supporting. State Fund currently has about 26,000 employer policyholders in the state of Montana.

The objective of Montana State Fund 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, and to provide medical services considered reasonable and medically necessary, in a timely and cost effective manner.

In Montana, Preferred Provider Organizations (PPOs) for the provision of medical services to workers' compensation claimants are described in and authorized by [MCA § 39-71-1102](#). This statute provides that insurers such as MSF may establish a PPO arrangement with certain providers and establish rates and fees for medical goods and services by contract. This statute makes the PPO arrangement binding on injured workers, but is not expressly binding on medical providers not covered by the PPO.

Without this arrangement the payment of medical and related services is governed by [MCA § 39-71-704](#) of Montana law. This statute governs the payment of medical, hospital and related services pursuant to fee schedules established by the Montana Department of Labor and Industry by administrative rule. MCA 39-71-704(8) provides exceptions for a PPO as follows:

(8) Payment pursuant to reimbursement agreements between managed care organizations or preferred provider organizations and insurers is not bound by the provisions of this section.

A treating physician must prescribe the need for services, including prescriptions. A treating physician is defined in Montana law at section 39-71-116, though chiropractors are not permitted to write prescriptions.

Optimal medical services for the treatment of work related injuries may include a variety of prescription medications. This RFP is seeking a competitive, comprehensive and cost effective option for urine drug screening and reporting to ensure our covered injured employees are in compliance with prescription treatment programs.

State Fund expenditures between 1/1/2011 and 03/31/2013 totaled **\$281,129** for 2,628 drug screens under CPT codes 80100, 80101, 80102, 80103, 80104, 80152, 80154, 80156, 80160, 80162, 80164, 80166, 80170, 80174, 80178, 80182, 80184, 80185, 80196, 80201, 80202, 80299, 82003, 82010, 82024, 82040, 82042, 82043, 82044, 82055, 82075, 82088, 83001, 83002, 83018, 83021, 83030, 83036, 83037, 83050, 83090, and 84075.

3.3 SPECIFICATIONS AND REQUIREMENTS

The highest scoring offeror is expected to complete the Scope of Work below:

3.3.1 Compliance monitoring program

1. Drugs routinely screened in urine drug screening process.
2. Frequency of testing recommended.
3. Process for prompting providers and MSF with regard to random screens.
4. Provider and MSF testing notification process.
5. Process to screening for aberrant patient behaviors.
6. Provider and MSF access to reporting, and how reports are delivered.
7. Provider network penetration in Montana and other 49 States.
8. Provider and MSF toxicology support services.
9. Provider and MSF continuing education opportunities.
10. Supplies provision for test sites.
11. Shipping and handling processes.
12. Provider compliance with urine drug screens, profiling and reporting program.

3.3.2 Specimen Collection Services

1. Provide a narrative of 24-hour access to collection sites for random urine drug screening.
2. Provide a narrative for proper chain of custody and all necessary related forms.
3. Provide a narrative on the distribution of collection supplies/kits to physician offices.
4. Provide a narrative describing transportation of specimen to certified laboratories.
5. Provide a narrative on how collection procedures are monitored.
6. Provide a detailed narrative explaining forensic toxicology collection and testing procedures.
7. Provide a positive statement that Offeror will not charge for any travel costs (inclusive of mileage, staff time, or incidentals) related to Specimen Collection Services if there are no sites or staff where drug test has to be performed.

3.3.3 Laboratory Services

1. Provide a narrative describing how Offeror credentials and re-credentials subcontractors who will be providing services as described in this RFP.
2. Provide a narrative describing the certifications required by subcontractors who will be providing services as described in this RFP.
3. Provide a narrative describing the number of subcontractors that are Clinical Laboratory Improvement Amendments (CLIA), Substance Abuse and Mental Health Services Administration (SAMHSA) and / or Department of Transportation (DOT) certified by state of jurisdiction.
4. Provide a narrative describing Offeror's fraud and abuse program to ensure subcontractors are complying with federal and state rules and regulations.
5. Provide a narrative describing how testing will be provided through a CLIA / SAMHSA / DOT certified testing laboratory.
6. Provide a narrative describing the recommended frequency for the services required in this RFP.
7. Provide a narrative if tests are qualitative or quantitative or both. If choosing one or the other, explain strength of that method over the other.
8. Provide a statement describing how random testing is in accordance with applicable federal and state regulations.
9. Provide a statement describing how storage of specimen is in accordance with applicable federal, and state regulations.
10. Provide a narrative describing how long specimens are stored.
11. Provide a narrative on how Offeror ensures confirmation of negative results to Montana State Fund (MSF) within 24 hours, and confirmed positive results reported to MSF within 48 hours.
12. Provide a sample report of positive and negative results using confidential protocol.
13. Provide a narrative of how monthly summaries are reported to MSF in accordance with SAMHSA guidelines.
14. Provide list of currently used laboratories for specimen testing inclusive of name, street address, city, state, zip, NPI number and tax identification number.
15. Provide a list and associated CPT codes that will be used for drug testing and monitoring. Are these tests standard?
16. Provide a list and associated CPT codes that can be used for ad hoc drug testing and monitoring.
17. Provide a list and associated CPT codes that can be or are used for forensic toxicology. Are these standard tests?
18. Describe your capability to customize tests and reports for MSF.
19. Provide a list and samples of standard reports used to report urine drug screening.
20. Provide a sample of reports for unexpected opioid use, non-compliance with prescribed medications and illicit drugs.
21. If laboratory services are not available within a geographic area, describe processes to ensure access to laboratory services.

3.3.4 Workflows

1. Provide detailed workflows for the services provided under this RFP.

3.3.5 Fees and Costs

Under an arrangement with a PPO, MSF and the PPO may establish rates by contract for the services to be provided, and are not bound by the fee schedules provided for in MCA § 39-71-704. See MCA § 39-71-704(8). However, the treating physicians are not parties to the PPO arrangement, and are not required to refer the screening and reporting services to the PPO. The proposal must include proposed fees and costs for code G0431, defined as a CLIA (Clinical Laboratory Improvement Amendments) high complexity test, per patient

encounter for urine drug screens; and G0434, defined as a CLIA waived drug screen, other than chromatographic, any number of drug classes, or moderate complexity test.

Fee payment for additional urine drug screens for the 80000 series CPT codes identified in section 3.3.3 to confirm inconsistent results will be paid at rates not to exceed the Montana Department of Labor and Industry Professional Fee Schedule. The fee schedule may be accessed at the following link:
<http://mtwcfeeschedule.ingenix.com/overview.aspx> .

SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

4.1 MSF'S RIGHT TO INVESTIGATE AND REJECT

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

4.2 OFFEROR QUALIFICATIONS

To enable MSF to determine the capabilities of an offeror to provide the materials and/or perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet MSF's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

4.2.1 Offeror Qualifications. In determining the capabilities of an offeror to perform the services specified, the following informational requirements will be considered and weighed in the scoring process:

1. Offeror should provide a list of 5 companies or government entities where they have performed services similar to those included in this RFP within the last three years. At a minimum, the offeror shall provide the following:
 - a. The entity requesting the service;
 - b. The entity location;
 - c. Contact person;
 - d. Customer telephone number;
 - e. A complete description of the services provided; and
 - f. The dates the services were provided.
2. Offeror shall describe prior experience, resources, program and quality management systems in relation to the type of services requested in this RFP.
3. Offeror shall identify the staff assigned to this contract and provide detail on applicable training, curriculum vitae, certifications, qualifications and experience.

SECTION 5: COST PROPOSAL

All subsections of Section 5 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

5.1 COST PROPOSAL

The offeror's proposed fees and costs for the services to be provided under this RFP must be specifically described in detail in the offeror's response to this RFP. Offeror must provide a "not to exceed" cost proposal. Please see the Pricing section discussed in Section 6, Evaluation Criteria and Methods.

1. Provide the proposed rates per CPT code for urine drug screening.
2. Confirm all bills for urine drug screening submitted to MSF for reimbursement will be completed using a CMS1500 form and include the following requirements of a clean claim:
 - a. Box 1a Injured Employee's MSF Claim Number
 - b. Box 2 Injured Employee's Name
 - c. Box 3 Injured Employee's Date of Birth and Sex
 - d. Box 5 Injured Employee's Address
 - e. Box 10a Is Patient's Condition Related To Employment: "YES"
 - f. Box 14 Date of Current Injury (Accident) – Injured Employee's Date of Injury
 - g. Box 17 Referring Provider's Name
 - h. Box 17a Referring Provider's Taxonomy
 - i. Box 17b Referring Provider's NPI Number
 - j. Box 21 ICD Diagnosis Code(s)
 - k. Box 24A Date(s) of Service
 - l. Box 24B Place of Service Code
 - m. Box 24D Procedures, Services, or Supplies CPT/HCPCS Codes
 - n. Box 24F Charges
 - o. Box 24G Days or Units Billed
 - p. Box 24J Rendering Provider Taxonomy and NPI Numbers
 - q. Box 25 Federal Tax ID Number
 - r. Box 28 Total Charges
 - s. Box 31 Signature of Physician or Supplier
 - t. Box 32 Name and Physical Address Services Rendered.
 - u. Box 32a Service Facility Location NPI Number
 - v. Box 32 b Service Facility Location Taxonomy
 - w. Box 33 Billing Provider Name, Address, and Phone Number.
 - x. Box 33a Billing Provider NPI Number
 - y. Box 33b Billing Provider Taxonomy
3. Identify any incidental rates for services that may be rendered under this RFP, as outlined under section 3.
4. Provide the proposed rates for any additional tests and reports that may be provided under this RFP, as outlined under section 3.
5. Itemize any additional costs for ad-hoc reports.
6. Provide a positive statement that Offeror will not charge for any implementation costs.

SECTION 6: EVALUATION PROCESS

6.1 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a **maximum possible value of 100 points**. The **Resumes/Company Profile and Experience, and General Information – Meeting Objectives of Project Scope** portions of the proposal will be evaluated based on the following Scoring Guide. The **References** portion of the proposal will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below:

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

Very Good Response (85-94%): A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (75-84%): A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

Fair Response (65-74%): A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

Poor Response (60-64%): A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

References		Pass/Fail
Category	Section of RFP	Point Value
A. References Included with Offeror's Response	4.2.1	Pass/Fail

Resumes/Company Profile and Experience		Total Points = 15
Category	Section of RFP	Point Value
A. Years of Experience	4.2.1	5
B. Staff Qualifications	4.2.1	10

General Information - Meeting Objectives of Project Scope		Total Points = 55
Category	Section of RFP	Point Value
A. Compliance Monitoring Program	3.3.1	30
B. Speciman Collection Services	3.3.2	15
C. Laboratory Services	3.3.3	10
D. Work Flow	3.3.4	Pass/Fail

Cost Proposal		Total Points = 30
Category	Section of RFP	Point Value
A. Cost Proposal	5.0	30

MSF will evaluate each cost proposal by evaluating all of the material provided. MSF is looking for a best basic base rate in consideration for the services offered.

Optional Oral Presentation/Product Demonstration

If MSF chooses to require an oral presentation or product demonstration, MSF will re-evaluate and finalize the scoring of each proposal, based on discussion and information provided at the presentation.

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 B: CONTRACT

CONTRACT FOR URINE DRUG SCREENING AND REPORTING SERVICES

Contract ID No. –

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

This contract consists of the main body of the agreement, the RFP and any addenda, the offeror's response, including any amendments, a best and final offer (if any), and any clarification responses.

For and in the consideration of the mutual and reciprocal covenants, promises and agreements of the parties as contained herein, the parties agree as follows, with the foregoing recitals incorporated therein. In the case of a conflict between the content of any of the foregoing documents, the order of precedence of document interpretation is in the same order.

SECTION 1 **SCOPE OF WORK**

SECTION 2 **CONTRACT TERM/RENEWAL**

The term of this contract will be _____ through _____, as the contractor is available. This instrument shall not be effective until duly signed by all the parties hereto.

SECTION 3 **GENERAL TERMS OF PAYMENT**

1. The total contract cost may not exceed \$_____.
2. Payment shall be made on a monthly basis upon submission by Contractor of a claim for services rendered and expenses incurred which shall be a detailed billing showing all work done, time spent, and expenses incurred during the preceding calendar month. Additionally, claims for expenses incurred shall be supported by proper documentation, such as copies of receipts attached to the claim.
3. Contractor shall maintain reasonable records of his/her performance and expenses under this agreement and shall allow access to these records by MSF as requested and other agencies of the state as required by law.
4. Payment terms may be modified at contract renewal dates upon agreement of both parties.

SECTION 4
LIAISON

MSF has designated Bridget McGregor, Medical Team Leader, as liaison to whom Contractor is to direct its communications concerning the Agreement. Contractor has designated _____ as its liaison to whom MSF is to direct its communications concerning this Agreement.

SECTION 5
ACCESS TO RECORDS -- RETENTION OF RECORDS

The Contractor agrees to provide MSF, 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 MSF, the State of Montana or third party.

SECTION 6
ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of MSF. (Section 18-4-141, MCA.) 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. No contractual relationships exist between any subcontractor and MSF.

SECTION 7
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 8
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 9

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 10

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. MSF, or the Contractor, may terminate this contract at any time if either entity ceases to exist.
3. 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 11

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 12

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.

The contractor must provide a certificate for Commercial General Liability, Commercial Automobile 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-.

SECTION 13 **ENTIRE AGREEMENT**

These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

SECTION 14 **SUCCESSORS AND ASSIGNS**

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

SECTION 15 **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 16 **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 17 **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 or its employees 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 18
MSF ASSISTANCE

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

SECTION 19
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 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>.

CONTRACTOR

MONTANA STATE FUND

By: _____

By: _____

Date: _____

Date: _____

Approved for Legal Content by:

NANCY BUTLER
General Counsel

Date: _____