Montana Department of LABOR & INDUSTRY

Medical Assistance Program (MAP) Advisory Council
Meeting Agenda

Monday, November 10, 2025
8 a.m.
Via Teleconference Only

Zoom link:
https://mt-gov.zoom.us/j/85382601295?pwd=9ghvrOQbOCAJyCw8FoEjGHRZHWyPIR.1

Call-In Number: +1 646 558 8656
Meeting ID: 853 8260 1295 Password: 140485

I. **Call to Order** – Call roll for advisory council members, introduce staff **(2 minutes)**

II. **Public Comment (10 minutes)**
The advisory council now offers the public in attendance an opportunity to comment on any public matter under the jurisdiction of the council that is not on the current agenda. The council cannot act but will listen to comments and may ask staff to place the issue on a future agenda. The Presiding Officer may limit the comment period to proceed with the council meeting.

III. **Advisory Council Considerations**
a. Review MAP Advisory Council goal prioritization survey results **(5 minutes)**
b. Request for Proposal (RFP) Review **(40 minutes)**
    i. Scoring criteria recommendations

IV. **Determine next meetings (3 minutes)**
a. Set biweekly meeting schedule through end of 2025

NOTICE
For disability accommodations, or help accessing the meeting, please call (406) 841-2209.

The agenda may be changed up to 48 hours before the meeting. The most current agenda can be found at boards.bsd.dli.mt.gov/medical-assistance/. The council may reorder the agenda at the beginning of the meeting.

Public Comment

(Presiding Officer Statement – read in full):

"The advisory council now offers the public in attendance an opportunity to comment on any public matter, under the jurisdiction of the council, that is not on the current agenda. The council cannot act but will listen to comments and may ask staff to place the issue on a future agenda. The presiding officer may limit the comment period to proceed with the council meeting."

MONTANA STATE LEGISLATURE

MONTANA STATE CAPITOL
PO BOX 200500
HELENA MT 59620-0500
PHONE: (406) 444-4800

October 16, 2025

Commissioner Sarah Swanson
Department of Labor and Industry
P.O. Box 1728
Helena, MT 59624

Dear Commissioner Swanson:

We are writing to you following up on the recent audit report of the Montana Medical Assistance Program (MAP), which the Department of Labor and Industry (DLI) oversees. We appreciate your appearance before the Legislative Audit Committee last month to address the audit findings as well as your commitment to address the serious issues raised by the audit.

A core purpose of MAP is to rehabilitate medical, dentistry, nursing, and pharmacy licensees facing substance use and serious mental health disorders. This purpose in no way conflicts, and indeed enhances, the goal of MAP to protect public safety. Rehabilitation in this case is the greatest protection of public safety since it restores these licensees to the community recovered and at a low risk of relapse.

By every measure, MAP's vendor, Maximus, is failing to meet this core purpose. The legislative audit shows that during their tenure as the MAP vendor, they have lost the trust of the program's participants and stakeholders. The audit also reveals inadequate staffing of MAP by Maximus, including that none of its staff reside in Montana. It also raises concerns that the program is being administered in an arbitrary manner that focuses more on rote compliance than on holding participants accountable to attainable and effective treatment plans.

This must be addressed. Regardless of whether the department decides to maintain its relationship with Maximus, any future contract must include new strict and binding language to ensure that MAP's deficiencies do not continue into the future and that the program truly lives up to its remit to protect public safety while helping licensees in crisis find treatment, rehabilitate, and fully rejoin the workforce.

To that end, we see the following as the most significant issues that need to be addressed in the MAP program.

Evidence-Based and Appropriate Treatment Plans: As you have observed on several occasions, DLI is not equipped to run a treatment program. Nor is Maximus. Neither you nor the vendor have appropriate subject-matter experts or medical providers to take on such a task. Because of this, both you and Maximus must rely on the experience and expertise of the medical and mental health professionals who evaluate and treat MAP participants. Unfortunately, both participants and community treatment providers have reported that this may not be the case. ***According to these reports, Maximus has failed to consistently incorporate medical providers' evaluations and treatment recommendations into participants' treatment plans.***

According to the audit, both participants and community treatment providers have reported that Maximus is not consistently incorporating medical providers' evaluations and treatment recommendations into participants' compliance plans.

Because Maximus lacks subject-matter expertise, deference must be made to the medical professionals who have actually evaluated and developed treatment recommendations for individual participants. Maximus, or any future contractor, should commit to policies that ensure the treatment recommendations of a participants' relevant provider form the backbone of any compliance plan and are not disregarded without a serious reason and only after consultation with a licensed and qualified medical director.

Fair and Attainable Compliance Plans: MAP should not simply be understood as a disciplinary program, and certainly not as a punitive one. Enrollment in MAP is a recognition on the part of the relevant licensing board and the participants themselves that they can, with proper treatment, be rehabilitated and able to return safely to practice. Unfortunately, survey responses to the Audit Division demonstrate that Maximus does not fully appreciate that fact and often undermines it. ***Among those responses is a sentiment that Maximus is "punitive, not supportive," that inconsistent and contradictory guidance from Maximus staff, or even apparent alterations to compliance agreements mid-program, has led to confusion and even noncompliance among program participants.***

All surveyed participants said they disagreed with the statement that Maximus cared about them. When this same question was asked about the former vendor or DLI (insofar as its brief administration of MAP), majorities said they agreed that those entities did.

Respondents have said that they did not feel Maximus provided them with realistic referrals or compliance policies. This problem is particularly severe in rural Montana communities where it can be difficult to easily and consistently access medical and mental health resources. Care should be taken in developing individual compliance plans to account for the participant's unique circumstances. Expectations must be set in a way that holds the participant accountable while also setting them up for success. For instance, where traditional toxicology testing resources are unavailable in an area, frequency might be adjusted and/or alternative monitoring techniques may be used to set realistic compliance expectations.

We also note that Maximus appears to require some participants to engage in a specific online peer support group. As with other treatment activities in MAP, participants must pay for these group sessions out of pocket. While this option might make sense for some participants, there may be similar, even superior, activities available in-person and locally, often at little or no cost or in a form billable to insurance. Participants should be allowed to access local service providers and not forced into specific programs.

A strict compliance regime is necessary to hold participants accountable and ensure that they are meeting their treatment goals. However, providing appropriate options and flexibility to participants helps keep them invested in the program and puts them on the path for successful recovery and completion of the program. We believe that the absence of such flexibility and accommodation of individual circumstances is a major driver in the documented lack of satisfaction participants and others have expressed about Maximus's administration of MAP. This lack of satisfaction is a threat to program efficacy as declines in morale and trust lead to participants failing or dropping out of the program and undermines the willingness of future participants to engage in MAP.

Sufficient and In-State Staffing: The audit raised concerns about Maximus's staffing of MAP. According to the report, Maximus only staffs 3 employees to the entire MAP program. A fourth position was vacated and remains unfilled with no plans for Maximus to fill it in the future. The greatest deficit appears to be related to casework activities. Only one full-time caseworker is currently staffed to MAP and additional casework is taken on by another employee on top of work related to their actual job title. Survey responses received by the Audit Division document that participants have difficulty reaching MAP staff, that they do not receive timely responses, and that staff are providing inconsistent and contradictory guidance. It is clear that this concerning feedback is a consequence of inadequate staffing of MAP by Maximus.

The audit report also found that none of Maximus's MAP staff live in Montana. This would present a challenge for any state contractor who seeks to provide services to Montanans, but especially in a program like MAP. Simply put, Montana is unique and faces unique challenges in terms of access to health care services, particularly behavioral health services. These challenges are increasingly difficult in our rural communities where the nearest psychiatrist, therapist, toxicology screening lab, or substance use counselor may be a full-day's round trip for some Montanans. It is hard for us to believe that an out-of-state caseworker who only knows Montana and Montanans by way of a phone call can sufficiently serve those participating in MAP or any other state program, for that matter. When you look at some of the issues we've highlighted above, such as inflexibility in the compliance activities and treatment options, it is clear that this lack of in-state staff is contributing to the problems in MAP.

Any future RFP and contract related to MAP must set clear standards for staffing. This should include minimum FTEs assigned to MAP by the vendor as well as a preference for in-state contractors and minimum numbers of vendor employees who reside in the state.

Quality Assurance and Data Collection
DLI is responsible for the quality of services provided by Maximus or any future MAP vendor. While the day-to-day operations must be left to the vendor and there is an interest in avoiding micromanagement by the department, that does not absolve the state of its duties to understand how services are being provided and to correct problems when they arise. There are serious issues with how DLI is collecting and handling program data, both during program transitions and during the tenure of given contractors.

One particularly chilling example is the recent suicide of a MAP participant, which was reported in the press and discussed at the Legislative Audit Committee meeting last month. ***Any suicide or lethal overdose by a MAP participant is a failure on the part of the program, the vendor, and the state. When they occur, action must be taken to understand how the individual reached that point and to correct any actions or omissions by MAP that contributed to the event.*** The vendor must have a standard policy about reporting suicides and lethal overdoses to DLI and for the department and the vendor to examine the circumstances of the event and to take action to prevent such tragedies in the future. This can be done in a way that protects the privacy and confidentiality of the individual and their families. We should consider how similar policies can be applied to other significant adverse outcomes, such as admission to inpatient psychiatric or substance use treatment.

This also applies to resolving complaints and appeals brought by participants. Many of these should be able to be handled in-house by the vendor themselves. However, the audit found that Maximus lacks a formal complaint and appeals process adequate to properly handle these complaints and appeals. DLI also appears to lack a reliable infrastructure to handle these requests. DLI's current individual employee tasked with resolving complaints also serves roles with the various licensing boards, creating a perception that voluntary participants cannot express their concerns without risking their confidentiality. The vendor and

DLI must work together to come up with a comprehensive framework to receive, investigate, and resolve complaints as well as incorporate them into the broader quality assurance work performed by DLI.

All in all, DLI should have ready access to current program data and should use that access to evaluate the efficacy and success of MAP. Where necessary to protect participants' privacy, that data can and should be anonymized. Whether it is identifying and correcting major concerns or going about the good work of constantly striving to improve MAP, DLI has a responsibility to ensure its vendors are providing high quality services to Montanans. This cannot be done when the department lacks full and adequate information on MAP's operations and outcomes. This information will also be beneficial to the Legislature as it makes funding and other policy decisions regarding this and other state programs.

Stakeholder and Community Engagement: For MAP to be a successful program, it must understand the communities that it serves. The audit raised concerns about how DLI and Maximus have communicated with and received feedback from the relevant licensing boards, participants, professional associations, and other stakeholders. As we have said before, Montana is a unique place with unique communities and needs. Interfacing with stakeholders allows MAP to better understand those communities and the needs of the people it serves and ultimately provide high quality services to those people. This need is even more urgent when you are dealing with an out-of-state vendor who may be less aware of the situation on the ground.

Prior contracts with MAP vendors included detailed expectations on how the vendor would engage in outreach to stakeholders. Those contract expectations were not continued in the contract with the current vendor and, as noted in the audit report, it appears that the new vendor has not made any attempt to contact many professional organizations who are associated with the program.

Good stakeholder relations also serve to improve the reputation of the program and allow MAP, the licensing boards, professional associations, and others to work together to help licensees get the assistance MAP can provide. This is especially true for voluntary participants who may receive early intervention before their issues presented a clear risk to the public resulting in a disciplinary referral. If stakeholders do not trust or understand MAP, how can we expect individual licensees to do the same?

We appreciate that you have taken a first step to establish an advisory council that is bringing many of MAP's stakeholders together to discuss and make recommendations regarding the program. ***We believe that the advisory council can be improved by including the voices of former participants who can bring that perspective to the table in the council's work.*** That said, Maximus can and should be doing its own outreach and consultation, not relying on the state to do it for them.

Thank you for your attention to this issue and for considering our concerns and recommendations. We know and trust that you and the department have the same goals as we do--to correct the serious issues plaguing MAP and ultimately to build a program that helps physicians, nurses, dentists, pharmacists, and others successfully rehabilitate and practice safely and responsibly in our communities. We stand prepared to continue that work with you, both now and in the 2027 Legislative Session.

Sincerely,

SEN. PAT FLOWERS
Senate Minority Leader

REP. KATIE SULLIVAN
House Minority Leader

SEN. LAURA SMITH
Vice Chair
Legislative Audit Committee

REP. MARY CAFERRO
Member
Legislative Audit Committee

SEN. DENISE HAYMAN
Member
Legislative Audit Committee

REP. SCOTT DEMAROIS
Member
Legislative Audit Committee

/s/ Emma Kerr-Carpenter
SEN. EMMA KERR-CARPENTER
Member
Legislative Audit Committee

REP. JANE WEBER
Member
Legislative Audit Committee

cc: *Montana Medical Assistance Advisory Council*

Client name Connie L. Buck
Form Medical Assistance program Advisory Council
Matter Connie L. Buck - Rules
Sent November 3, 2025 at 10:40 AM
Due
Submitted November 3, 2025 at 10:40 AM

Connie L. Buck

Date of birth		**Company**	
Home email	[redacted]	**Home address**	[redacted] Casper, WY 82604
Home phone	[redacted]		

Purpose of the Advisory Council

The purpose of the Medical Assistance Program Advisory Council is to review and provide options to reform the existing medical recovery program. The Council's goals are to:

review the general structure of the medical recovery program in the state, including data on the prevalence of mental health and substance use conditions among licensed health care professionals;
examine the effectiveness of the medical recovery program, including but not limited to, overall trends in enrollment, completion rates, non-completion rates, program design, eligibility criteria, application requirements, wait times for admissions, program duration, conditions of participation, penalties for noncompliance, privacy and confidentiality protections, and return-to-work restrictions;
identify best practices in voluntary versus mandatory programming or alternative-to-discipline rehabilitation programs that have been adopted in other states and any opportunities to modernize standards in the current program; and
make recommendations to the department, to include contracting for services of the program, transition needs, audit findings, eligibility criteria for admission into the program, size, scope and design of the program, the level of staffing and other resources necessary to adequately operate the program, appropriate professions to include, and any other attributes necessary for operation of the program.

What are your comments?

I gave up my Montana RN and APRN license 2 years after Maximus "took over" the MRP due to the continued harassment by Maximus "case manager" and the cost of the program vs the benefits. Maximus NEVER contacted by mental health provider, did not 'share' testing results, but continued to increase the number and type of testing required. I KNOW none of my tests were POSITIVE, as I do not nor have I ever had a drug or alcohol addiction! I did [redacted] *and I do have a felony stalking charge regarding my ex husband. I found it interesting that the courts did not require drug/alcohol testing, none of the other states I was licensed in and still hold unencumbered licenses in required drug or alcohol testing. My initial experience with Montana's assistance program (MAP) was positive, and I believed that I was being listened to and assisted with my mental health. Maximus in contrast tried to destroy my mental health! I did not renew my license in Montana due to their 'treatment', and the cost. I should also share that I live and work in Wyoming. IF I would have stayed in the Maximus program, I truly believe my mental health, self esteem and well being would have been affected. Thank you, Connie*

Advisory Council Considerations

Survey Results

Medical Assistance Program Advisory Council prioritization of goals survey

In question 2, please rank the four goals of the advisory council to give direction how the goals should be prioritized. In questions 3-6, please give direction to staff on data you would find beneficial in addressing each goal. Please complete this survey by Tuesday 10/28, so that results can be compiled and utilized in advance of the next meeting on November 10 (8am). Please email Missy with questions or concerns (melissa.poortenga@mt.gov).

Because most council members are not state employees, the link for the survey is not limited in access - your name will not be disseminated with the aggregate results but will be used to confirm we received responses from the correct folks and will also be used to follow up on any suggestions you have in your answers for questions 3-6 if staff need clarification.

* Required

1. Please state your name:

2. Please rank the MAP advisory council goals in order of what should be addressed soonest (highest priority on top) to latest (lowest priority on bottom). You can either click and drag an item to your desired ranking or use the up/down arrows to move a box to the position you want.

- Review the general structure of the medical recovery program in the state, including data on the prevalence of mental health and substance use conditions among licensed health care professionals.
- Examine the effectiveness of the medical recovery program, including but not limited to, overall trends in enrollment, completion rates, non-completion rates, program design, eligibility criteria, application requirements, wait times for admissions, program duration, conditions of participation, penalties for noncompliance, privacy and confidentiality protections, and return-to-work restrictions.
- Identify best practices in voluntary versus mandatory programming or alternative-to-discipline rehabilitation programs that have been adopted in other states and any opportunities to modernize standards in the current program.
- Make recommendations to the department, to include contracting for services of the program, transition needs, audit findings, eligibility criteria for admission into the program, size, scope and design of the program, the level of staffing and other resources necessary to adequately operate the program, appropriate professions to include, and any other attributes necessary for operation of the program.

3. What information would be helpful to you in addressing the goal, "Review the general structure of the medical recovery program in the state, including data on the prevalence of mental health and substance use conditions among licensed health care professionals"? Suggestions might include: data demonstrating structures of similar programs in other states, data from various professional associations indicating incidence and prevalence of SUD conditions within those professions, statutory structure that authorizes these program and how it could be standardized, etc. *

4. What information would be helpful to you in addressing the goal, "Examine the effectiveness of the medical recovery program, including but not limited to, overall trends in enrollment, completion rates, non-completion rates, program design, eligibility criteria, application requirements, wait times for admissions, program duration, conditions of participation, penalties for noncompliance, privacy and confidentiality protections, and return-to-work restrictions"? Suggestions might include: presentation by Maximus of these data points, review of these data points from other programs in other states (if available), best practice materials for programs regarding these data points, survey of current and/or previous participants, etc. *

5. What information would be helpful to you in addressing the goal, "Identify best practices in voluntary versus mandatory programming or alternative-to-discipline rehabilitation programs that have been adopted in other states and any opportunities to modernize standards in the current program"? Suggestions might include: review of the current policies of the current program to understand opportunities for modernization, review of programs in other states to understand prevalence of voluntary versus mandatory opportunities, review of recent Safe Haven legislation to understand mechanism, if any, for that program to serve as voluntary opportunity for licensees and enable boards' program to serve as mandatory program, etc. *

6. What information would be helpful to you in addressing the goal, "Make recommendations to the department, to include contracting for services of the program, transition needs, audit findings, eligibility criteria for admission into the program, size, scope and design of the program, the level of staffing and other resources necessary to adequately operate the program, appropriate professions to include, and any other attributes necessary for operation of the program"? Suggestions might include: request for proposal (RFP) documents used to inform bidders during last RFP opportunity, current rules and statutes impacting the program that could be amended/added to/repealed in order to standardize the program across all boards, review of other states' programs, etc. *

Responses Overview

Closed

Responses	Average Time	Duration
9	27:53	11 Days

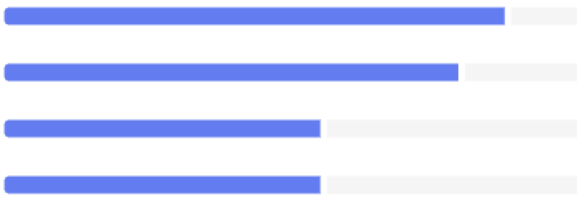
1. Please state your name:

9
Responses

Latest Responses
"Russell M"
"Jeff Nikolaisen"
"James Guyer"
• • •

2. Please rank the MAP advisory council goals in order of what should be addressed soonest (highest priority on top) to latest (lowest priority on bottom). You can either click and drag an item to your desired ranking or use the up/down arrows to move a box to the position you want.

1 Examine the effectiveness of the medical recovery program, including but not limited to, overall trend...
2 Review the general structure of the medical recovery program in the state, including data on the...
3 Identify best practices in voluntary versus mandatory programming or alternative-to-discipline...
4 Make recommendations to the department, to include contracting for services of the program,...



3. What information would be helpful to you in addressing the goal, "Review the general structure of th e medical recovery program in the state, including data on the prevalence of mental health and subst ance use conditions among licensed health care professionals"? Suggestions might include: data de monstrating structures of similar programs in other states, data from various professional association s indicating incidence and prevalence of SUD conditions within those professions, statutory structure that authorizes these program and how it could be standardized, etc.

9
Responses

Latest Responses

"comparisons to other states programs and traditional progr..."
"Data from other states would be good for comparison purp..."
"Prevalence of mental health and SUD in professionals; man... "

• • •

4. What information would be helpful to you in addressing the goal, "Examine the effectiveness of the medical recovery program, including but not limited to, overall trends in enrollment, completion rate s, non-completion rates, program design, eligibility criteria, application requirements, wait times for a dmissions, program duration, conditions of participation, penalties for noncompliance, privacy and co nfidentiality protections, and return-to-work restrictions"? Suggestions might include: presentation b y Maximus of these data points, review of these data points from other programs in other states (if av ailable), best practice materials for programs regarding these data points, survey of current and/or pr evious participants, etc.

9
Responses

Latest Responses

"Relapse rates for our state, other states, and traditional "pu... "
"A Maximus presentation would be helpful. Haven't heard fr... "
"range of program duration from initiation to recovery; prog..."

• • •

5. What information would be helpful to you in addressing the goal, "Identify best practices in voluntary versus mandatory programming or alternative-to-discipline rehabilitation programs that have been adopted in other states and any opportunities to modernize standards in the current program"? Suggestions might include: review of the current policies of the current program to understand opportunities for modernization, review of programs in other states to understand prevalence of voluntary versus mandatory opportunities, review of recent Safe Haven legislation to understand mechanism, if any, for that program to serve as voluntary opportunity for licensees and enable boards' program to serve as mandatory program, etc.

9
Responses

Latest Responses

"Peer reviewed research on mandated treatments, are they e..."

"N/A"

"review of the current policies of the current program to und..."

• • •

6. What information would be helpful to you in addressing the goal, "Make recommendations to the department, to include contracting for services of the program, transition needs, audit findings, eligibility criteria for admission into the program, size, scope and design of the program, the level of staffing and other resources necessary to adequately operate the program, appropriate professions to include, and any other attributes necessary for operation of the program"? Suggestions might include: request for proposal (RFP) documents used to inform bidders during last RFP opportunity, current rules and statutes impacting the program that could be amended/added to/repealed in order to standardize the program across all boards, review of other states' programs, etc.

9
Responses

Latest Responses

"The suggestions along with my previous suggestions shoul... "

"N/A"

"current rules and statutes impacting the program that coul... "

• • •

Medical Assistance Program Prioritization of Goals Survey

Results with text responses to Questions 3-6

3. **What information would be helpful to you in addressing the goal, "***Review the general structure of the medical recovery program in the state, including data on the prevalence of mental health and substance use conditions among licensed health care professionals***"? Suggestions might include: data demonstrating structures of similar programs in other states, data from various professional associations indicating incidence and prevalence of SUD conditions within those professions, statutory structure that authorizes these program and how it could be standardized, etc.**

- "comparisons to other states programs and traditional programs for treatment. Overall available statistics or actual numbers showing prevalence of SUD and MH issues amongst medical professionals. I'd like to look back to at least 5 years pre-Covid."

- "Data from other states would be good for comparison purposes."

- "Prevalence of mental health and SUD in professionals; mandatory vs voluntary identification and participation compliance; recidivism rates; obstacles due to large state, sparse professional cadre and maldistribution of access; for mental health how long must a client be monitored"

- "Interested in how other states address the issues"

- "Standardization of statutory structure - legislative request from this council"

- "It seems to me that we need to know what is going on now with the medical recovery program before we can make recommendations of what to change."

- "Clinical data on prevalence of mental health and substance use conditions in health care professionals; best practices in structuring programs and related internal policies and measuring outcomes"

- "I think we need to all have a very clear understanding of the State's role beginning to end with the professional. The State needs to have monthly contact with the contracted entity to "check in" on status of professionals in the program to determine progress, if people are falling through the cracks, they need to be contacted via mail/email to contact the State with reasons for non-compliance, and the professional is to be made aware they will not be able to practice until they comply with program. The various boards also need to be made aware of compliance/non-compliance of individuals, as this has bearing on licensing re-instatement. Data from other states who are showing BOTH high and low success rates with compliance and successful recovery will be very helpful. Montana may not have to re-create the wheel, and why not avoid what isn't working in other places and why not duplicate what is working. This may save us some additional trial and error. What are the compliance and success rates with Maximus in other states…. are we just missing out with consistent communication with Maximus OR is this how they operate everywhere, and we need to look for another service provider? Are there other service providers that do what Maximus does? If so, we would need to have that data on them. If there aren't a lot of "Maximus-s" out there, we need to add to our State contract/treak it, to better suit our needs AND so the contractor/Maximus is clear with what we see as short-comings. I get that the State doesn't want to become a program supervisor and get into addiction recovery, but a contact person

needs to maintain accountability of the professionals participating in the program as well as accountability of the program itself. The State needs to ensure that $$ is being spent wisely and efficiently as possible. This seems likely to be accomplished with perhaps a zoom call between the State and Maximus 1-2x/month, maybe more/maybe less. The same contact people need to be used by both entities at all times to ensure consistency."

- "I believe we need to start from the beginning and look at the state programs with an understanding of the statute/rule language, what it means, and what each program goal(s) are. From that, along with the understanding of other similar programs in other states and the incidence/prevalence of SUD we can come to an agreement on consistent language/goal for one program which will be the foundation as we move forward in supporting professionals in Montana. "

4. **What information would be helpful to you in addressing the goal, "***Examine the effectiveness of the medical recovery program, including but not limited to, overall trends in enrollment, completion rates, non-completion rates, program design, eligibility criteria, application requirements, wait times for admissions, program duration, conditions of participation, penalties for noncompliance, privacy and confidentiality protections, and return-to-work restrictions***"? Suggestions might include: presentation by Maximus of these data points, review of these data points from other programs in other states (if available), best practice materials for programs regarding these data points, survey of current and/or previous participants, etc.**

- "Relapse rates for our state, other states, and traditional "public" treatment programs. I like the ability to compare our systems to others. "

- "A Maximus presentation would be helpful. Haven't heard from them for quite some time. "

- "range of program duration from initiation to recovery; progression through the program; best practices to protect public balanced against returning professional to service/work."

- " As the Board of Dentistry representative, I contacted both the dentist and hygientists associations. Their members have had minimal involvement with Maximus since they took over the program. I would suggest hearing from Maximus."

- "Maximus presentation, best practice documents from NOAP, NCSBN, FSPHP (maybe an executive summary of these?)"

- "As in the first goal, we need to have a clear understanding of what is happening now before we can make recommendations. I feel a presentation by Maximus would be effective."

- "Clinical data and information related to outcome measures for program, including internal policies of program; barriers to participation or compliance, penalties (including statutorily required), data for both disciplinary and non-disciplinary tracks, support systems during and after participation"

- "Penalties for non-compliance/non-completion would be suspension of license indefinitely until completion of the program. Return to work restrictions need to be supervised onsite for a period of time, most likely per recommendations from the recovery program professional

who has been working with them. Effectiveness of program will most likely be based on data obtained from Maximus/contracted provider, in addition to data obtained from the patients and professionals working within the program in the form of exit interviews. Maybe the State can send out random questionnaires, intermittently, to patients/professionals within the program to “see how everything is going/flowing/what can we do better/to help”. Eligibility criteria seems pretty well defined by the State and various boards already. Duration of treatment will be variable and dependent upon the patient. Everyone involved, from State to program to boards to patients, already work in a world of privacy and confidentiality, I don’t see where this is/should be a significant concern. Application and admissions, I would think is designed and set up via Maximus….. its part of “what we are paying them to do”."

- "Agree with the suggested data points identified above. "

5. What information would be helpful to you in addressing the goal, "*Identify best practices in voluntary versus mandatory programming or alternative-to-discipline rehabilitation programs that have been adopted in other states and any opportunities to modernize standards in the current program*"? Suggestions might include: review of the current policies of the current program to understand opportunities for modernization, review of programs in other states to understand prevalence of voluntary versus mandatory opportunities, review of recent Safe Haven legislation to understand mechanism, if any, for that program to serve as voluntary opportunity for licensees and enable boards’ program to serve as mandatory program, etc.

- "Peer reviewed research on mandated treatments, are they effective? I don't know what the safe haven legislation is, so that would be good to know. Feedback from SUD specialists and recovering addicts to share what works and what doesn't. We'd need a fair sample size to get a clear and balanced picture. I'm under the impression that there are some who struggle with our programs although it is not clear what the basis of the struggle is. Meaning that treatment for someone who can't accept they have a problem is often seen as punitive to them vs. a way to provide for safety to the public. "

- "N/A"

- "review of the current policies of the current program to understand opportunities for modernization, review of programs in other states "

- "Once again how are the issues handled in other states."

- "Review program options/structures in other states"

- "Review current policies"

- "Clinical data across programs and for both disciplinary and non-disciplinary tracks by state; current program information and how it differs from MPAP; promising program details - like SafeHaven"

- "To “identify best practices….”, comparative studies with other states data will be helpful. Again, based on the information I’ve been given thus far, I think the mandatory/voluntary entrance into programs is straight forward and as updated as something like this can be. I think that a brief statement that is written “by the State” as a guideline of information should

be read by, for example, each board chair at each of our state conventions EVERY YEAR. This statement should include a description of the MAP program, who is served by this program, the importance of "taking care of yourself, so you can help others", in addition to specific contact information of someONE at the State level who can help "get the ball rolling". I say someONE at the State level for the purpose of them being knowledgeable, consistent, and accountable to/of the MAP program, so as to make the process for the professional easier. Reporting will be problematic if done with a different person each time a call to the State is made. This will not only be a reminder to practitioners of the paths for help, but will also give them the informational resources to self-report."

- "Wondering if the NCSBN has any best practices from research that can be shared. I would welcome other regulatory bodies data/best practices that represent those professionals in the state of Montana that participate in assistance programs."

6. What information would be helpful to you in addressing the goal, "*Make recommendations to the department, to include contracting for services of the program, transition needs, audit findings, eligibility criteria for admission into the program, size, scope and design of the program, the level of staffing and other resources necessary to adequately operate the program, appropriate professions to include, and any other attributes necessary for operation of the program*"? Suggestions might include: request for proposal (RFP) documents used to inform bidders during last RFP opportunity, current rules and statutes impacting the program that could be amended/added to/repealed in order to standardize the program across all boards, review of other states' programs, etc.

- "The suggestions along with my previous suggestions should give all the information we need to make a good decision. "
- "N/A"
- "current rules and statutes impacting the program that could be amended/added to/repealed in order to standardize the program review of benchmark programs in other states-I believe Tennessee is one model program"
- "no comment"
- "Previous rfp documents (both from 2017 and 2021), rfp documents from other similar states?, rule review of all participating boards to homogenize"
- "It would be helpful to review the RFP from the last round."
- "program requirements by Boards; structure components as defined in best practices and in state's with high impact programs; Montana's structure components required by law, RFP documents"
- "At our next zoom meeting, is it possible to have a representative from Maximus present their program in it's entirety, from initial contact/admission through treatment, concluding with requirements of the program for release from care? Could this person address the questions/concerns that have been raised in the past few years by participants and providers within the program? Can Maximus give us their side as to some of the lack of

communication/shortcomings between them and the State and how they see this being remedied? Has a representative from Maximus been made aware of the findings of the State's audit and the shortcomings found? If so, can this person address the questions/concerns? Can these issues/shortcomings be remedied with alterations to the legal contract between State and Maximus for the next time? Can the Maximus representative then stay in the meeting for Q&A, for maybe an additional hour? Everything in the above paragraph (6. What information would be helpful….) can/should be addressed by Maximus, to the best of their ability, as we need to hear as many perspectives from ALL PARTIES involved: the State of Montana, patients, professionals working within the program, and the program itself. This will provide the council the best all-round 40,000 foot view of MAP, so as to make the best recommendations as possible. This may also provide clarity between the State and Maximus of expectations both entities have going forward, so as to provide the best, most efficient, and hopefully successful outcomes for our Montana healthcare providers."

- "support the suggestions above. Another idea is to send out a request for information (RFI). "

2022 RFP Documents

Documents from the 2022 Request for Proposal follow this page divider and have been edited to reflect the inclusion of the Boards of Chiropractors and Veterinary Medicine. Additional edits based on audit and other feedback have also been incorporated.

The Advisory Council's insights on the following documents would be very beneficial:
- **Scope of Services** (this defines what we want this program to tell us how it will offer what we want it to offer)
- **Offeror Qualifications** (this defines the qualifications we want the company and staff that submit bids to meet)
- **Cost Proposal** (this defines how the bid will be weighed from a cost perspective)
- **Evaluation Process** (this instructs the department staff who will score the bids how to weight various bid criteria)

Current contract with Maximus included for reference.

SCOPE OF SERVICES

To enable the State to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following program responsibilities and the offeror's ability to meet the State's requirements. Please provide a detailed response to each requirement included in this Scope of Services Section. Restate the section number and requirement along with your response.

NOTE: Each item must be thoroughly addressed, as to how the Offeror intends to meet that program responsibility. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

PROGRAM RESPONSIBILITIES

Medical assistance programs are established in statute for each of the Boards of Chiropractors, Dentistry, Medical Examiners, ~~Pharmacy, and Nursing~~ Nursing, Pharmacy and Veterinary Medicine to assist and rehabilitate licensees regulated by these boards. Contractor is to administer the medical assistance programs for these boards (hereinafter collectively referred to as the "Assistance Program").

The Assistance Program shall assist and support rehabilitation of the boards' licensees ("participants") who are subject to the jurisdiction of the boards and who are found to be physically impaired by chronic physical illness or mentally impaired by habitual intemperance or the excessive use of addictive drugs, alcohol, or any other drug or substance or by mental illness.

The Assistance Program assists and supports rehabilitation of the boards' licensees by connecting licensees to qualified health care providers; providing education and outreach to licensees, employers, and others; coordinating the completion of evaluations; monitoring licensees to ensure compliance with evaluation recommendations regarding treatment and aftercare; and reporting to the Department of Labor and Industry ("Department") and respective boards regarding the services provided by the Assistance Program.

The Assistance Program shall monitor licensees' compliance with evaluation recommendations through two tracks: a referral/voluntary track (alternative-to-discipline) and a compulsory track (disciplinary).

Offerors must thoroughly address each of these Assistance Program responsibilities listed below and include a detailed description on how they intend to comply with each requirement.

1. Education and Outreach Provide a complete description of how you will meet the requirements for education and outreach as delineated in this section. The Assistance Program shall create and maintain a website with information about the program, including but not limited to: resources available to licensees, answers to frequently asked questions regarding the program, services provided by and related to the program, and the program's contact information.

The Assistance Program shall maintain a toll-free telephone number including access to a rapid response when needed to respond to emergencies, and an online/electronic means of addressing questions. The program shall ensure that staff members are qualified in answering questions about the program and connecting licensees to needed resources and responding to telephone calls or online/electronic questions.

The Assistance Program shall provide ongoing education and outreach throughout Montana in support of the program and its services to professional organizations, treatment and aftercare programs, health care

entities, peer assistance programs, and education programs.

The Assistance Program shall offer videoconferencing options to program participants, when appropriate, for conducting intake appointments and monitoring, as described below.

2. Intake The Assistance Program shall have an intake process in place for prospective participants of both tracks of the program. The purpose of the intake process is to identify potential program needs of a licensee and to document information before referring the licensee for an evaluation. Provide a complete description of how you will meet or exceed these intake requirements.

3. Evaluation Provide a complete description of how you will meet the requirements for evaluation as delineated in this section. Based on the initial intake, the Assistance Program shall refer licensees for evaluations to determine diagnosis, a treatment plan, and the individual's fitness to practice his or her profession, from a list of qualified evaluators in Montana.

The Assistance Program, its staff, and any of its board of directors will not conduct any evaluations or diagnose any program participants or prospective participants. Referrals for evaluations must be made in all cases.

As required by Montana law, all evaluations and treatment must be completed in Montana, unless a qualified evaluator or treatment program cannot be identified. If a qualified Montana evaluator or treatment program cannot be identified, the Assistance Program must document a complete finding clarifying why the licensee is being referred out-of-state for an evaluation or treatment.

The Assistance Program may refer a licensee for additional evaluation, at its discretion, if a licensee requires reevaluation or if additional information is needed. If the Assistance Program is requesting additional evaluation, it must document a complete finding regarding its determination for an updated evaluation in the licensee's file.

4. Treatment and Monitoring Provide a complete description of how you will meet the requirements for treatment and monitoring as delineated in this section. The Assistance Program shall enter monitoring agreements with licensees based on the diagnosis, treatment plan, and recommendations made in the evaluation(s). The Assistance Program will utilize evidence-based criteria to determine appropriate treatment and monitoring agreement components based on diagnosis, profession, and other relevant indicators. Only the boards' licensees may participate in the Assistance Program unless a board otherwise approves the participation of a license applicant in consideration of licensure.

The purpose of the monitoring agreement and the Assistance Program's case management is to track a participant's progress and compliance with the treatment plan and recommendations outlined in the evaluation. Contractor will coordinate with evaluators and participants' medical and behavioral health teams in monitoring a participant's treatment and recovery. Participants will be monitored by the Assistance Program in either the alternative-to-discipline or the disciplinary tracks.

The Assistance Program shall have in place, and document, ongoing relapse detection and management protocols for participants, including testing for prohibited or prescribed substances, when applicable. The Assistance Program will adhere to the evaluator's recommendations regarding a participant's abstention or use of medications, alcohol, and other substances when entering the monitoring agreement and tracking the participant's recovery. The Assistance Program shall refer participants undergoing testing for prohibited or prescribed substances to qualified testing facilities and develop a procedure governing the Assistance Program's use of tests for substances when recommended as part of the evaluation.

The Assistance Program shall ensure that participants who are recommended by an evaluation to attend treatment, counseling, peer support groups, or other recovery programs may choose religious or secular options depending on participants' preference.

If a participant undergoes an evaluation which contains a conclusion that the participant can return to work, the Assistance Program shall not impede the participant's ability to do so, including the participant's ability to seek reactivation of an inactive or suspended license. However, the Assistance Program may place work restrictions (i.e., limiting types of facilities a participant can work, type of work he or she can perform, shifts a participant can work, etc.) based on the evaluation and, in the event the licensee is participating in the disciplinary track, the circumstances underlying the licensee's unprofessional conduct.

If an evaluation determines a licensee is unable to practice safely, the Assistance Program will notify the licensee's respective board or, when appropriate to do so, offer the licensee a no practice agreement. The Assistance Program shall provide the Department with a standard no practice agreement to approve, which may be customized for each participant based on the recommendations from the evaluation or treatment program.

The Assistance Program shall have participants sign a release allowing the respective board to have access to all Assistance Program records, evaluation records, and treatment records. Under Montana law, the boards are authorized to obtain the Assistance Program's monitoring records. While the Assistance Program is not a treatment facility and does not provide counseling or other direct substance abuse recovery services, it monitors a participant's recovery and does possess information that is protected under 42 C.F.R. Part 2. The release signed by each participant must comply with the release/disclosure requirements stated in 42 C.F.R. Part 2.

5. <u>Performance Data Reporting</u> Provide a complete description of how you will meet the requirements for performance data reporting as delineated in this section. The Assistance Program shall provide the Department with reports on the Assistance Program and each board's participants, detailing the participant's progress and compliance with the monitoring contract. The report shall meet statutory and regulatory requirements and timelines specific to the participant's respective board, and at a minimum shall include a summary of:

1) current number of total enrolled licensees by board and profession,
2) the number of participants enrolled by profession in the disciplinary track,
3) the number of participants enrolled by profession in the alternative-to-discipline track,
4) the compliance status of each participant,
5) date the participant entered the program,
6) number of participants reported for non-compliance,
7) <u>number of participants expired since last report,</u>
~~7~~<u>8</u>) number of applicant consultations performed during the reporting interim, and
~~8~~<u>9</u>) the percentage of time and resources expended on the participants from each Board.

The report shall identify the participants by number only.

The Assistance Program shall provide an annual report to the Department for the prior year's services rendered to all participants, and cumulative data for all service years. The annual report shall be provided at the first meeting of the quarter following the end of the fiscal year (June 30). The annual report shall provide at a minimum: 1) the number of participants who enrolled in the Assistance Program by board and profession, 2) the number of participants who completed the Assistance Program, 3) the number of participants who relapsed; 4) the aggregate annual percentage of enrollees by type of impairment, 5) number of applicant consultations by profession; and 6) the amount of time and resources expended on participants from each Board.

Offerors must identify any third party software they intent to utilize to perform the required services. Include full software name, publisher, and version/release information. The state reserves the right to request alternatives

if the software is found to be unacceptable to the State's Information Services Agency.

6. Reporting of Participant Violations or Issues The Assistance Program shall ensure all participants meet the terms of their monitoring agreements, and report to the respective board any material violations of the monitoring agreement. The Assistance Program must comply with all of the boards' statutory and administrative rule requirements for reporting participants' conduct to the boards. Provide a complete description of how you will meet or exceed the participant violation or issue reporting requirements.

7. Testimony The Assistance Program shall provide testimony in contested cases and related proceedings if requested by the Department. Provide a complete description of how you will meet or exceed these testimony requirements.

8. Staffing Provide a complete description of how you will meet the requirements for staffing as delineated in this section. The Assistance Program shall employ a director and at least two staff with, at a minimum, experience in case management. Further experience by the director and/or staff in substance abuse, chronic physical conditions, and/or mental health issues is preferred.

The Assistance Program shall not provide evaluation, treatment, counseling, or peer support services to licensees or pay the costs of such services.

The Assistance Program staff may not participate in the program as participants while under its employment. Strict ethical standards should be followed, including the requirement for staff to avoid actual or perceived conflicts of interest with any participant on their caseload.

Provision of Services
Contractor is required to perform the following tasks for all four boards.

9. Provide a complete description on how you will administer the Assistance Program in accordance with the applicable portions of the Montana Code Annotated (MCA), Administrative Rules of Montana (ARM) of the applicable boards, and all other relevant law (including Mont. Code Ann. 37-3-203, 37-4-311, 37-7- 201, ~~and~~ 37-8-202, 37-12-201 and 37-18-2xx [update CHI statute when codification complete] as well as Admin. Rules of Mont. 24.138 Subchapter 27, 24.159 Subchapter 20, 24.174 Subchapter 16 and 24.156.429 through 444).

10. Provide a complete description on how you will establish policies and procedures for all aspects of the services provided by the Assistance Program and furnish the Department with a complete copy of each annually.

11. Provide a complete description on how you will develop forms for use by the Assistance Program, including waivers, monitoring agreements, and no practice agreements. Include a description of how you will submit each form to the Department for review prior to use.

12. Provide a complete description on how you will review evaluation and/or treatment programs and providers on an ongoing basis and provide recommendations as appropriate. Include a description of how you will conduct periodic on-site evaluations of treatment facilities, as necessary.

13. Provide a complete description on how you will promptly carry out decisions mandated by a board.

14. Provide a complete description on how you will attend board meetings and provide statistics on participants to a board as needed or requested. The boards of ~~Pharmacy,~~ Dentistry, Medical Examiners, ~~and~~ Nursing and Pharmacy meet in person at least four times per year (quarterly). The Boards of Chiropractors and Veterinary Medicine meet at less regular intervals as necessary~~Board~~

~~of Medical Examiners meets six times per year, with additional meetings as necessary~~. At a minimum, Contractor shall attend all regularly scheduled board meetings and attend additional meetings virtually as necessary.

15. Provide a complete description on how you will monitor rehabilitation and compliance of Assistance Program participants and provide timely reports to a board on all participants who are materially noncompliant with Assistance Program requirements.

16. Provide a complete description on how you will report to a board information which may indicate a participant has violated a statute or rule unrelated to the participant's illness.

17. Provide a complete description on how you will act as a liaison between evaluation and/or treatment programs and providers, participants, collections sites, laboratories, employers, the boards, and other states' assistance programs and how you will establish positive working relationships with same.

18. Provide a complete description on how you will conduct intake interviews and recommend to a board the admission of participants and how you will conduct orientations for new program participants.

19. Provide a complete description on how you will establish and maintain contact with all Assistance Program participants and include how you would address financial constraints that may hinder a participant's participation in the assistance program.

20. Provide a complete description on how you will maintain an individualized recovery and monitoring program via a written agreement between each participant and the Assistance Program.

21. Provide a complete description on how you will maintain complete and accurate participant files on each program participant, maintain confidentiality of records, and obtain appropriate authorization to release records from program participants, in compliance with applicable federal and state laws. Offeror agrees to comply with the State's Confidentiality Agreement included with this RFP if awarded a contract.

22. Provide a complete description of how you will facilitate a complaint process for participants to appeal requirements or have contractual obligations reconsidered.

23. Provide a complete description of how you will establish a transparent process that defines participant requirements in terms of time commitment, cost, and options.

24. Provide a complete description of how you will ensure laboratory testing options are accessible from rural Montanan and are not cost-prohibitive.

25. Provide a complete description on how you will develop an annual program budget, with appropriate documentation, for review by the Department and each participating board. Describe how you will provide financial records and fiscal reports when requested.

26. Provide a complete description on how you will conduct educational presentations and supply materials on impairment and rehabilitation to program participants, other groups, and individuals.

27. Provide a complete description on how you will travel as necessary for monitoring, education, and other duties.

28. Provide a complete description on how you will provide your financial records and, during a disciplinary action against a licensee, a participant's case management record when requested by the Department.

29. Provide a complete description on how you will participate with and comply with all requirements and requests of the internal and external audits required by Section 37-2-316, Mont. Code Ann.

OFFEROR QUALIFICATIONS

To enable the State 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 the State's requirements.
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.

4.1 References

Offeror shall provide a minimum of three references that are currently using or have previously used (preferably within the last three years) monitoring services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, location where the services were provided, contact person(s), contact telephone number, e-mail address, and a complete description of the services provided, and dates of service. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the contract. Negative references may be grounds for proposal disqualification.

4.2 Company Profile and Experience

Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the services specified in this RFP, including, at a minimum:

- a detailed description of any similar past projects, including the service type and dates the services were provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

4.3 Resumes

A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

4.4 Service Organization's Internal Control Assessment

Offerors shall provide a copy of the most recent independently conducted internal control assessment. This assessment should include review of accounting systems, IT security systems, and other transaction-based processes. Provide internal policy for ensuring these reviews are conducted on a regular schedule. Offeror must also address how their internal controls safeguard any Personal Identifiable Information (PII) the contractor receives.

Offeror shall ensure systems delivered under this Agreement are adequately secure. For purposes of this agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information technology or permit unauthorized access to the State's data or information technology.

The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established

after developing a security categorization utilizing FIPS PUB 199.

The successful Offeror shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison and must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

4.5 Offeror Interview

Offerors selected to participate in Offeror Interview/Product Demonstrations will be notified by the State in advance. For planning purposes, the State will provide an agenda and specific guidance as deemed appropriate to promote productive and efficient interviews. The Offeror is expected to answer questions on the services outlined in the solicitation and the Offeror's proposal. The State reserves the right to have oral presentation from the top three (3) highest scoring offerors or all offerors within 10% of the highest scoring offeror who are deemed to have a passing score prior to the presentation process, at the State's discretion This interview will either be held in person or virtual.

Offerors will be required to bring certain key personnel to the oral presentation. The following key staff must be present at a minimum. If the offeror is proposing to have a key staff member filling more than one position that information must be clearly addressed at the time of the oral presentation on how staff will produce and perform all of the required functions, activities and deliverables for the combined job duties. Dual accountability, security issues and deadlines cannot be compromised. Offerors are welcome to bring additional staff at their discretion.

(a) Operations Manager
(b) Clinical Director

The State reserves the right to schedule and conduct interviews with offerors' proposed key staff following the oral presentations if in the best interest of the State.

COST PROPOSAL

The Assistance Program currently monitors approximately 70-90 ~~110-130~~ participants and sees ~~is working with~~ approximately 30-40 additional individuals referred to the program annuallly. Offeror must be able to monitor the Assistance Program's current participants and handle additional referrals/participants.

Basis of Award Lump Sum Total: $_____

- Offeror's cost proposal shall cover all projected operating costs, including but not limited to staff wages, occupancy fees, equipment/material costs, and other anticipated expenses necessary to meet the required services.
- Assistance Program participants are not expected to cover the Assistance Program's operating costs but may be billed for outside monitoring costs (i.e., substance testing fees) and are expected to pay for the cost of their own treatment and aftercare.
- If awarded the contract, the Contractor shall invoice the Department monthly. The invoice shall include a total cost, time frame indicated, and a calculation of costs per board. The invoice shall also itemize the costs billed.

BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on **a total number of 1000 points**.

The **Program Responsibilities, Provision of Services, Offeror Qualifications, and Oral Presentation//Interview** portions of the proposal will be evaluated based on the following Scoring Guide. The **Service Organization's Internal Control Assessment** 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 is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-94%): A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

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.

EVALUATION CRITERIA

Evaluated RFP Section	Point Values
Program Responsibilities	**15% of points for a possible 150 points**
1. Education and Outreach	20 points
2. Intake	30 points
3. Evaluation	30 points
4. Treatment and Monitoring	30 points
5. Performance Data Reporting	10 points
6. Reporting of Participant Violations or Issues	10 points
7. Testimony	10 points
8. Staffing	10 points

Provision of Services	**25% of points for a possible 250 points**
9. Administer Assistance Program	30 points
10. Establish Policies and Procedures	20 points
11. Develop Forms	10 points
12. Review Program on Ongoing Basis	10 points
13. Carry Out Board Decisions	10 points
14. Attend Board Meetings	10 points
15. Monitor Participants	20 points
16. Report to Board	10 points
17. Liaison Services	10 points
18. Intake Interviews	10 points
19. Maintain Contact with Participants	20 points
20. Individualized Recovery and Monitoring Program	30 points
21. Participant Files	15 points
22. Develop Program Budget	10 points
23. Educational Presentations	10 points
24. Travel	5 points
25. Financial Transparency	10 points
26. Audit Compliance	10 points
Offeror Qualifications	**15 % of points for a possible 150 points**
4.1 References	25 points
4.2 Company Profile and Experience	100 points
4.3 Resumes	25 points
4.4 Service Organization's Internal Control Assessment	Pass/Fail
4.5 Oral Presentation/Interview	20% of points for a possible 200 points
Equal Pay for Montana Women Certificate	5% of points for a possible 50 Points
Cost Proposal	20% of points for a possible 200 points
Cost Proposal	200 points

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are

200. Offeror A's cost is $20,000. Offeror B's cost is $30,000. Offeror A would receive 200 points. Offeror B would receive 134 points (($20,000/$30,000) = 67% x 200 points = 134).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

Medical Assistance Program
Contract Number #DLI-RFP-2022-0058K

THIS CONTRACT is entered into by and between the State of Montana, **Department of Labor and Industry, Business Standards Division**, (State), whose address, phone number, and email are **301 S Park Ave, Helena, MT 59601,** 406-841-2300, melissa.poortenga@mt.gov and **Maximus US Services, Inc.**, (Contractor), whose address, phone number, and email are **1600 Tysons Blvd #1400, McLean, VA 22102** and **703-251-8500**.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is **January 1, 2023**, through **December 31, 2025**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it. The legal counsel signature approving legal content of the Contract and the procurement officer signature approving the form of the Contract does not constitute an authorized signature.

1.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in **two-year intervals**, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of **7 years**.

2. COST ADJUSTMENTS

2.1 Cost Adjustments Negotiated Based on Changes in Contractor's Costs. During the *initial term and if State agrees to a renewal*, the parties may negotiate cost adjustments if necessary. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. State is not obligated to agree upon a renewal or a cost increase. Any renewal term must be mutually agreed to by both Parties.

3. SERVICES AND/OR SUPPLIES

Medical assistance programs are established in statute for each of the Boards of Dentistry, Medical Examiners, Pharmacy, and Nursing to help coordinate treatment and monitor the rehabilitation of the boards' participating licensees. Contractor is to administer the Assistance Program for these boards to serve collectively the participating licensees of the four professional licensing boards.

The Contractor will operate the Assistance Program for the purpose of monitoring the rehabilitation of participating boards' licensees who are found to be physically or mentally impaired by habitual intemperance or the excessive use of drugs, alcohol, or any addictive substance or by mental illness or chronical physical illness. Each participant licensee will enroll in the Assistance Program either by the alternative-to-discipline track, which holds participation as confidential, or by the disciplinary track, which results as an order of the licensing board as a disciplinary sanction based on a finding of unprofessional conduct.

The Assistance Program Contractor will assist participants' rehabilitation process by: coordinating referrals and connecting participant licensees to health care providers qualified to diagnose and treat impairment; providing education and outreach to licensees, employers, and other support persons and stakeholders; coordinating the completion of impairment and fitness to practice evaluations; monitoring licensees to ensure compliance with evaluation recommendations regarding treatment and aftercare; and reporting to the Department of Labor and Industry and the boards regarding licensees' compliance with treatment requirements and the services provided by the Assistance Program.

3.1 Education and Outreach. The contractor shall create and maintain a website with information about the program, including but not limited to: resources available to licensees, answers to frequently asked questions regarding the program, services provided by and related to the program and the program's contact information. The contractor shall maintain a toll-free telephone number including access to a rapid response when needed to respond to emergencies and an online/electronic means of addressing questions.

3.2 Treatment and Monitoring. The contractor shall enter monitoring agreements with licensees based on board track (disciplinary or alternative to discipline), diagnosis, treatment plan and recommendations made in the evaluation(s). The contractor shall utilize evidence-based criteria to determine appropriate treatment and monitoring agreement components based on diagnosis, profession, and other relevant indicators. Only Montana boards' licensees may participate in the Assistance Program unless a board otherwise approves the participation of a license applicant in consideration of licensure. Alternative-to-discipline nurse licensees shall be reported by name and license number to the executive officer of the Board of Nursing to maintain compliance with the uniform licensure requirements of the Nurse Licensure Compact when a nurse licensee enrolls in the assistance program and when the nurse licensee concludes participation.

The contractor shall provide the State with a standard no practice agreement to approve, which may be customized for each participant based on the recommendations from the evaluation or treatment program. The contractor shall have participants sign a release allowing the respective board to have access to all assistance program records, evaluation records and treatment records. This release form must be compliant with the release/disclosure requirements stated in 42 C.F.R. Part 2.

3.3 Performance Data Reporting. The contractor shall provide the State with quarterly reports on the assistance program and each board's participants, detailing the participant's progress and compliance with the monitoring contract. The report shall meet statutory and regulatory requirements and timelines specific to the participant's respective board, and at minimum shall include a summary of:

1) current number of total enrolled licensees by board and profession,
2) the number of participants enrolled by profession in the disciplinary track,
3) the number of participants enrolled by profession in the alternative-to-discipline track,
4) number of participants reported for non-compliance,
5) number of applicant consultations performed during the reporting interim, and
6) the percentage of time and resources expended on the participants from each Board.

The report shall identify the participants by number only.

The contractor shall also provide an annual report to the State for the prior year's services rendered to all participants, and cumulative data for all service years. The annual report shall be provided at the first meeting of the quarter following the end of the fiscal year (June 30). The annual report shall provide at a minimum: 1) the number of participants who enrolled in the Assistance Program by board and profession, 2) the number of participants who completed the Assistance Program, 3) the number of participants who relapsed; 4) the aggregate annual percentage of enrollees by type of impairment, 5) number of applicant consultations by profession; and 6) the amount of time and resources expended on participants from each Board.

3.4 Staffing. The contractor shall employ a director and staff with experience in case management. Further experience by the director and/or staff in substance abuse, chronic physical conditions, and/or mental health issues is preferred. Staff may not participate in the program as participants while under contractor employment. Strict ethical standards should be followed, including the requirement for staff to avoid actual or perceived conflicts of interest with any participant on their caseload.

3.5 Provision of Services. Contractor is required to perform the following tasks for all four boards.

a. Administer the assistance program in accordance with the applicable portions of the Montana Code Annotated (MCA), Administrative Rules of Montana (ARM) of the applicable boards, and all other relevant law (including Mont. Code Ann. 37-3-203, 37-4-311, 37-7-201 and 37-8-202 as well as Admin. Rules of Mont. 24.135 Subchapter 27, 24.159 Subchapter 20, 24.174 Subchapter 16 and 24.156.429 through 444).
b. Provide copies of policies and procedures developed for all aspects of the services provided by the assistance program to the State for approval prior to assuming assistance program operations and furnish the State with a complete copy of each annually.
c. Provide copies of all forms to be used by the assistance program, including waivers, monitoring agreements, and no practice agreements to the State for approval prior to assuming assistance program operations and provide to the State for review and approval for all updates.

d. Attend virtually or in person all regularly scheduled meetings of the boards of Dentistry, Medical Examiners, Nursing and Pharmacy as needed or requested and all additional meetings as requested.
e. Report all violations of statute or rule unrelated to participant's illness to the applicable board.
f. Maintain complete and accurate participant files on each program participant, maintain confidentiality of records, and obtain appropriate authorization to release records from program participants in compliance with federal and state laws.
g. Submit an annual program budget with appropriate documentation for review by the State and each participating board.
h. Comply with all audit requirements and requests of the internal and external audits required by Section 37-2-316, MCA.

4. WARRANTIES

4.1 Warranty of Services. The Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications, and attachments made a part of this Contract. The state's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the **Medical Assistance Program** to be provided, State shall pay Contractor according to the following schedule: **$542,284.00 per year, contract total $1,626,852.00**. This project requires monthly invoices to receive reimbursement for expenses incurred. Reimbursement is only allowable for expenses incurred that are included in the approved project cost proposal.

5.2 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. The Contractor shall provide banking information at the time of contract execution to facilitate the State's electronic funds transfer payments.

5.3 Reference to Contract. The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, the State is not obligated to pay the invoice.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor shall provide State, Legislative Auditor, or their authorized agents' access to any records necessary to determine Contract compliance. The state may terminate this Contract under section 14, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2 Retention Period. The Contractor shall create and retain all records supporting **Medical Assistance Program** for eight years after either the completion date of this Contract or termination of the Contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent. (18-4-141, MCA) The Contractor is responsible to State 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 Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

8. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all third-party claims and resulting proven direct damages, liabilities, and costs (including the reasonable cost of defense thereof and attorney fees), to the extent proximately caused by the negligent actions or willful misconduct of Contractor, its employees, or agents. Contractor shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the State, its employees, agents, or any third party.

8.1 LIMITATION OF LIABILITY The State agrees that Contractor's total liability to the State for any and all damages whatsoever arising out of, or in any way related to, this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total contract value.

In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by the State against the Contractor relating to this Contractor must be made in writing and presented to Contractor within three (3) years after the date on which Contractor completes performance of the Services specified in this Contractor.

9. REQUIRED INSURANCE

9.1 General Requirements. Contractor shall maintain for the duration of this Contract, at its cost and expense, a Commercial General Liability insurance policy against claims for bodily injuries to persons or damages to property committed by the Contractor, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns. The Contractor shall also maintain a Professional Liability insurance policy with a minimum limit of $5,000,000 for wrongful acts, errors or omissions committed by the Contractor in performing its professional services under the contract. Any subcontractors used shall also procure and maintain insurance as is customary for the work the subcontractor is performing or as stated herein.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance concerning the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury and property damage committed by the Contractor including for personal and advertising injury, premises operations, products/completed operations, independent contractors, contractual liability, and damage to premises rented to you with limits of **$ 1,000,000** per occurrence and **$ 2,000,000** aggregate per year. State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for bodily injury and/or property damage liability arising out of activities performed by or on behalf of Contractor.

9.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage for bodily injury and/or property damage committed by the Contractor with a combined single limit of $1,000,000 each accident.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by The Contractor.

9.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be shown on the certificate of insurance. If so requested, the Contractor shall provide copies of audited financial statements as evidence of its ability to pay its deductible or self-insured retention.

9.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- evidencing the required coverages shall be received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as the certificate holder and the Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal. Only in the event of a covered claim occurring related to this contract and if so requested, Contractor shall provide a copy of the required affected insurance policy(ies).

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana per 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance. Neither Contractor nor its employees are State employees. This insurance must be valid for the entire Contract Term and any renewal. Upon expiration, a renewal certificate of insurance must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

11. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, 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. The Contractor is the employer to provide healthcare benefits and pay any applicable penalties, fees, and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects' subcontractors to the same provisions. Per 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made based on merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12. DISABILITY ACCOMMODATIONS

The state does not discriminate based on disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

13. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana per 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.

14. CONTRACT TERMINATION

14.1 Termination for Cause with Notice to Cure Requirement. The state may terminate this Contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this Contract after giving Contractor written notice of the stated failure. The written notice must demand the performance of the stated failure within a specified period of not less than **(30)** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.2 Termination for Cause with Notice to Cure Requirement. The Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand the performance of the stated failure within a specified period of not less than **(30)** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

14.3 Reduction of Funding. The state must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support the State's continuation of the performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If the state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support the continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. The state shall provide Contractor the date State's termination shall take effect. The state shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or a prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is the Contractor's sole remedy. The state shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

15. EVENT OF BREACH – REMEDIES

15.1 Event of Breach by Contractor. Anyone or more of the following Contractor acts or omissions constitute an event of a material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 20.1, Technical or Contractual Problems, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

15.2 Event of Breach by State. The state's failure to perform any material terms or conditions of this Contract constitutes an event of a breach.

15.3 Actions in Event of Breach. Upon the Contractor's material breach, State may:

- Terminate this Contract under Section 14.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 14.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or

- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

16. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five days, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract unless the parties mutually agree that the obligation is excused because of the condition.

17. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of a breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

18. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

19. LIAISONS AND SERVICE OF NOTICES

19.1 Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as the State's liaison. The Contractor shall designate a liaison that will provide a single point of contact for the management and coordination of the Contractor's work. All work performed under this Contract must be coordinated between the State's liaison and Contractor's liaison.

Melissa Poortenga is State's liaison
P. O. Box 200513
Helena, MT 59620-0513
Telephone: 406-841-2380
Fax: 406-841-2305
E-mail: melissa.poortenga@mt.gov

Jennifer Galletta is Contractor's liaison
1600 Tysons Blvd, Suite 1400
McLean, VA 22102
Telephone: 703-251-8500
Direct Line: 631-504-8460
Fax: 703-251-8240
E-mail: jennifergalletta@maximus.com

19.2 Notifications. The state's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

19.3 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this Contract. The Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The state

reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. The State's approval of substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this Contract. The state reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, the Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

20. MEETINGS

20.1 Technical or Contractual Problems. Contractor shall meet with State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. The state may request the meetings as problems arise and will be coordinated by State. The state shall provide the Contractor with a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at the Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

20.2 Progress Meetings. During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with the Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges above those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this Contract. The Contractor shall identify the amount of excess charges if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

20.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known concerning the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed-upon scope.

20.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, State shall review the same and determine if such a problem or circumstance was, in fact, the result of such failure or delay. If the State agrees as to the cause of such a problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional charges by the Contractor. This is the Contractor's sole remedy. If the State does not agree as to the cause of such a problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

21. TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of

such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The state shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

22. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this 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, except as provided in **Section 8, Defense, Indemnification/Hold Harmless**.

23. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

24. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

25. AUTHORITY

This Contract is issued under the authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

26. SEVERABILITY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract unless the provisions are mutually and materially dependent.

27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

27.1 Contract. This Contract consists of eleven (11) numbered pages, any Attachments as required, Solicitation #DLI-RFP-2022-0058K as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

27.2 Confidentiality of Personal Information and Compliance with the Federal HIPAA and HITECH Privacy and Security Requirements.

A. The following definitions apply for the purposes of this section:

1. "Personal information" means information appearing in any form, whether written, electronic or otherwise, concerning a person who is:

a. a consumer or recipient of services delivered by a departmental program;
b. otherwise the subject of a departmental activity; or
c. a departmental employee.

2. “Confidential personal information” means personal information which federal or state legal authorities or regulations protect from general public access and release. “Confidential personal information” includes but is not limited to the name, social security number, driver’s license number, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility information, programmatic individual case information, programmatic payment and benefit information and information obtained from the IRS or other third parties that is protected as confidential.

B. Confidential Personal Information Held by the Contractor – During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the State provides to the Contractor or which the Contractor acquires on behalf of the State in the performance of its contractual duties and responsibilities which contain personal information or confidential personal information and must use or disseminate such materials and information only in accordance with the terms of this Contract and any governing legal and policy authorities.

C. Security of Confidential Personal Information – In its use and possession of confidential personal information, the Contractor must conform with security standards and procedures meeting or exceeding current best business practices. Upon the State’s request, the Contractor will allow the State to review and approve any specific security standards and procedures of the Contractor.

D. Notice by Contractor of Unauthorized Disclosures or Uses of Confidential Personal Information – Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the State in detail, and must undertake immediate measures to retrieve all such confidential personal information and to prevent further unauthorized discloser or use of confidential personal information.

E. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information

1. The Contractor must provide the State with written notice within five work days of the Contractor receiving notice of any of the following:

a. any complaint lodged with, investigation initiated by, or any determination made by any federal entity [including the federal Department of Health and Human Services’ Office of Civil Rights (OCR) and the federal Department of Justice] related to any purported non-compliance by the Contractor with the federal HIPAA and HITECH Acts and their implementing regulations; or

b. any administrative action or litigation initiated against the Contractor based on any legal authority related to the protection of confidential information.

2. With its notice, the Contractor must provide the State with copies of any relevant pleadings, papers, administrative or legal complaints and determinations.

F. Contractor Compliance with the Federal HIPAA and HITECH Acts and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information.

1. The State is not a covered entity with regard to its occupational licensing boards. As such, it does not impose a business associate agreement on the Contractor.

2. Contractor agrees to abide by the confidentiality provisions of HIPAA and HITCH Act, and related regulations, whether or not expressly governed by their requirements. Contractor further expressly agrees to abide by the confidentiality provisions of 42 CFR Part2 Mont. Code Ann. § 37-2-202.

27.3 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

28. WAIVER

The state's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

29. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
DEPARTMENT OF LABOR AND INDUSTRY
1315 Lockey Avenue
Helena, MT 59601

BY: Laurie Esau/Commissioner
(Name/Title)

DocuSigned by:
Laurie Esau
62D63DC18AAD4AF...
(Signature)

DATE: 10/18/2022

MAXIMUS
1600 Tysons Blvd #1400
McLean, VA 22102
FEDERAL ID #

BY: Jennifer Galletta Counsel-Contracts
(Name/Title)

DocuSigned by:
Jennifer Galletta
FE84B554EA874BD...
(Signature)

DATE: 10/18/2022

Approved as to Legal Content:

DocuSigned by:
Quinlan O'Connor 10/18/2022
F6E8B1520F4F4C1...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
John Thomas 10/17/2022
49E3FEF749664B6...
Procurement Officer (Date)
State Procurement Bureau

Montana Department of LABOR & INDUSTRY

Medical Assistance Program (MAP) Advisory Council
Meeting Schedule Options

Option 1
Mondays at 4p, every two weeks
- November 24
- December 8
- December 22
- January 5
- January 26

Option 2
Thursdays at noon, every two weeks
- November 20
- December 4
- December 18
- January 8
- January 22

Option 3
Thursdays at 3:30p, every two weeks
- November 20
- December 4
- December 18
- January 8
- January 22

Option 4
Fridays at 7a, every two weeks
- November 21
- December 5
- December 19
- January 2 or 9
- January 16 or 23