



REQUEST FOR PROPOSALS

A. Introduction The State Accident Insurance Fund Corporation (SAIF) invites proposals from qualified vendors to provide review and negotiation of medical bills submitted to SAIF by out-of-state hospital providers for services rendered to injured workers of employers insured by SAIF, as specified in this Request for Proposals (RFP).

SAIF is an independent public corporation created by the Oregon Legislature, with headquarters located at 400 High Street SE, in Salem, Oregon. SAIF is the market leader in the provision of workers' compensation insurance for Oregon employers, insuring more than 600,000 workers through policies with over 49,000 employers. SAIF also has regional offices in Baker City, Bend, Eugene, Medford, North Bend, Portland, and Roseburg. As of March 31, 2015, SAIF employed 915 employees. Currently, SAIF uses bill review and negotiation services for nearly all medical bills submitted to SAIF from hospitals located outside the State of Oregon for medical care provided to injured workers employed by SAIF-insured Oregon employers. Respondents may find additional background information at <http://www.saif.com>.

B. Scope of Work The proposer must be qualified and prepared to provide services to SAIF in the following area:

1. Review medical bills submitted to SAIF from out-of-state hospitals to determine if the charges are appropriate; and
2. If the charges are excessive, successfully negotiate discounts to these medical bills on behalf of SAIF and obtain a settlement agreement for the reduced amount.

C. RFP Dates and Deadlines SAIF has established the following dates and deadlines for this RFP. Dates marked with an asterisk (*) are tentative.

RFP issue date	August 14, 2015	
Deadline for proposer questions	August 28, 2015	
Responses to proposer questions published	October 5, 2015	
Proposals due	October 16, 2015	
Proposer interviews (if required)	November 2-13, 2015	*
Contract award	November 16, 2015	*
Beginning of services	January 1, 2016	

D. RFP Terms

1. SAIF is issuing this RFP for the purpose of obtaining proposals for the provision of medical bill review and negotiation services. SAIF expects to enter into contracts with one or more vendors, using the form of professional services contract attached as **Attachment A**, including a statement of work in the form attached as **Attachment B**. However, SAIF does not guarantee any minimum number of consultations under any contract.

2. At SAIF's discretion, any representation made by a proposer in response to this RFP, whether verbal or written, will be incorporated into any contract between SAIF and the proposer.

3. This RFP provides instructions for the preparation of a proposal that will address all RFP requirements. This RFP is not an offer to contract. Only the execution of a written contract will obligate SAIF, in accordance with the terms contained in the contract.

4. SAIF will screen all proposals to ensure compliance with RFP specifications. Those proposals that do not meet minimum requirements will be classified as "nonresponsive." SAIF will disqualify all nonresponsive proposals from further evaluation. Responsive proposals will be evaluated on the basis of the proposer's technical capabilities, proposed costs, and the proposer's acceptance of SAIF's contract terms.

5. SAIF will not pay any costs a proposer incurs in preparing and submitting its proposal or in negotiating and signing a contract, all of which will be the sole responsibility of the proposer. Any due diligence conducted by a proposer is at the proposer's expense. All proposals become the property of SAIF upon delivery to SAIF.

6. SAIF reserves the right:

- a. to amend this RFP in any manner prior to award of a contract (SAIF will notify all responsive proposers if SAIF amends the RFP);
- b. to excuse any proposer from any RFP requirement if SAIF deems it to be in SAIF's interest to do so;
- c. to cancel the RFP without liability to SAIF any time prior to executing a contract if SAIF determines, in its sole discretion, it is in SAIF's interest to do so;
- d. to share the RFP and any proposals SAIF receives with any third party of SAIF's choosing, in order to secure expert opinion; and
- e. to accept or reject any proposal even if all requirements have been met.

7. SAIF is subject to Oregon's public records laws. Subject to statutory exemptions from disclosure, which may or may not apply to all or a portion of a proposal, once the RFP process has been completed proposals will be subject to disclosure if SAIF receives a request to do so. If the proposer believes any part of its proposal constitutes material that is exempt from disclosure, the proposer must clearly identify this material when submitting the proposal, and the statutory basis for the exemption. Proposers may not identify the entirety of a proposal as exempt from disclosure.

E. Proposal Requirements

1. Proposals must be in writing and signed by an authorized representative of the proposer. Proposals should be submitted by email to Nadia Kosieracki, at the following email address: nadkos@saif.com. Proposals must be in Adobe® Portable Document Format (.pdf). Proposers should include the following in the subject line of the email:

"Medical Bill Review and Negotiation Services RFP, Solicitation No. 58"

Proposals must be submitted not later than **5:00 pm PDT on Friday, October 16, 2015.**

2. Proposals must conform to all requirements of the RFP. All necessary attachments must be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

3. Proposals should provide a straightforward, concise description of the proposer's ability to satisfy the requirements of the RFP. Emphasis should be on completeness, organization, and clarity of content. Information should be presented sequentially in the same order as the proposal content listed below in Section F.

4. Proposals should be typed using an easily readable font size and an 8.5" x 11" document format, including pictures, charts, graphs, tables and text the proposer determines deems appropriate to review of the firm's response. There is no page limit.

5. Proposals must address all of the requirements of this RFP or, if the proposer cannot satisfy a particular requirement, the proposal must clearly identify any requirements that cannot be satisfied and explain why the requirement cannot be satisfied.

6. Proposers may add content in areas where the proposer feels it can offer value to SAIF in an area that is not specifically requested.

7. A proposer may submit more than one proposal. However, if a subsequently submitted proposal is intended to replace an earlier proposal, the proposer must clearly indicate this intention when submitting the subsequent proposal. In the absence of such an indication, SAIF may elect to accept any single proposal submitted by a proposer, or reject all proposals submitted by the proposer.

8. If the proposer intends to subcontract any of the work proposed the proposer must identify the subcontractor by name, and describe the precise portion of the work that the proposer proposes to subcontract. If any subcontractor is certified by Oregon as a Disadvantaged Business Enterprise, Minority Business, Women Business, or Emerging Small Business the proposer must also complete a "Subcontractor Data Collection" form (available from SAIF upon request).

9. Each proposal must be signed by the proposer (if the proposer is an individual) or by an authorized representative of the proposer (if the proposer is a business entity), and must include a copy of a signed original of **Attachment D**, in which the proposer certifies that it meets all minimum requirements of section B of this RFP, the proposer has not colluded with any other proposer in the preparation of its proposal, and the proposer agrees to be bound by the terms and pricing of its proposal, including all attachments.

10. Proposers must submit any questions regarding this RFP in writing or by e-mail to Nadia Kosieracki at the following address:

SAIF Corporation
Attn: Nadia Kosieracki, Procurement Coordinator
400 High Street SE
Salem, OR 97312
Email: nadkos@saif.com

All questions must be received not later than **5:00 pm PDT on Friday, August 28, 2015** in order to be considered. SAIF will answer questions in writing and will provide answers to all proposers in response to questions of general interest.

F. Proposal Contents Proposals must include the following information:

1. the proposer's complete name, mailing address, physical address, e-mail address, telephone, and fax numbers;
2. a description of the ownership structure of the proposer, giving specific details with regard to any parent or affiliates;
3. a description of other similar work performed within the past two years by the proposer;
4. names and telephone numbers of individuals in two to four companies whom SAIF can contact to discuss the proposer's qualifications;
5. a fee proposal, specific to out-of-state hospital negotiations, listing the methodology (flat fee, percentage of savings) by which proposer expects to be paid for its services, including any costs proposed to be charged;
6. a description of how the proposer conducts bill negotiation services (bill-by-bill versus a provider network in which discounts have been negotiated);
7. a list of out-of-state hospital providers in the proposer's network (if applicable), categorized by provider type and state (SAIF is primarily looking for networks in Washington, California, and Idaho);
8. a description of proposer's success rate negotiating bills, specific to out-of-state hospital negotiations, with providers who are not part of the proposer's network;
9. average turnaround time to complete a negotiation;
10. range of typical discounts achieved;
11. a description of the process the proposer has in place to ensure payment in full; and
12. any other related services proposer offers that proposer believes is relevant to this RFP.

G. Selection Criteria

1. SAIF will evaluate proposals based on the following criteria (ranked in highest to lowest priority):
 - a. Success negotiating discounts with higher volume out-of-state hospitals
 - b. Level of typical discounts
 - c. Proposed fees for services
 - d. Customer service
 - e. Other services offered
2. SAIF may conduct interviews with one or more proposer prior to making a final selection. SAIF anticipates awarding a contract on or about November 2, 2015. However, SAIF is not required to interview proposers or to award any contract pursuant to this RFP.

H. Minority, Women and Emerging Small Business (“MWESB”) Participation

1. As noted in Oregon Governor John Kitzhaber’s Executive Order 12-03: “Minority-owned and women-owned businesses continue to be a dynamic and fast-growing sector of the Oregon economy. Oregon is committed to creating an environment that supports the ingenuity and industriousness of Oregon’s Minority Business Enterprise [MBE] and Women Business Enterprise [WBE]. Emerging Small Business [ESB] firms are also an important sector of the state’s economy.”

2. Oregon MWESB-certified firms, as defined in Oregon Revised Statutes (ORS) 200.055, have an equal opportunity to participate in the performance of contracts financed in whole or in part with state funds. By submitting its proposal, the proposer certifies that it will take reasonable steps to ensure that MWESB-certified firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Proposer further certifies and agrees that it has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation or national origin, and it has not and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority-owned, woman-owned, or emerging small business enterprise certified under ORS 200.055.

3. If the proposer has been certified by Oregon as a Disadvantaged Business Enterprise, Minority Business, Women Business, or Emerging Small Business, the proposer is encouraged to call this to SAIF’s attention, and provide the certification number.

4. If opportunities arise for subcontractors to perform a portion of the Services, SAIF expects the proposer to take reasonable steps to ensure that MWESB-certified firms are provided an equal opportunity to compete for and participate in the performance of any such work.

I. RFP Attachments

1. **Attachment A** to this RFP is the form of contract that will be used for any contract issued pursuant to this RFP. Proposers may submit an alternate form of contract, but in the absence of negotiations between the parties SAIF is not obligated to accept any contractual term proposed by any proposer. Proposers are encouraged to identify any term in SAIF’s proposed contract to which proposer objects, and to propose alternative language. The final contract will include the statement of work (Attachment B) and insurance coverage requirements (Attachment C), as Exhibits A and B, respectively.

2. **Attachment B** to this RFP is a placeholder for the statement of work for the contract, which will be negotiated between the parties based on the successful proposer’s response to the requirements of the RFP. The final statement of work will include billing procedures, reporting requirements, and general performance requirements, and will be incorporated in and constitute Exhibit A of the contract.

3. **Attachment C** to this RFP lists the minimum insurance coverage that will be required of the contractor awarded a contract in response to this RFP. Attachment C will be incorporated in and will constitute Exhibit B of the contract.

4. **Attachment D** to this RFP is a statement that must be signed by the proposer and submitted with the proposal, certifying to the accuracy of all statements made in the proposal and certifying that the proposer meets all minimum qualifications stated in section

B of this RFP and is prepared to enter into a contract on the terms contained in Attachments A, B, and C.

5. **Attachment E** to this RFP is a sample of the Settlement Agreement and Release that SAIF will expect the successful proposer to use to document each agreement with a medical provider for settlement of charges.

A complete proposal will include the following materials:

- ✓ A narrative responding to all requirements listed in section F;
- ✓ a copy of a signed and dated Attachment D; and
- ✓ a statement that the proposer accepts the contract terms in Attachment A or, in lieu of such a statement, a brief explanation of terms to which the proposer objects or a copy of proposer's proposed form of contract.

(End of RFP – Attachments follow.)

Attachment A
SAIF Corporation
Professional Services Contract

This professional services contract is between the State Accident Insurance Fund Corporation, an Oregon independent public corporation dba SAIF Corporation ("SAIF"), and _____ ("Contractor").

The parties agree as follows:

1. Statement of Work. Contractor shall provide the services described in the Statement of Work attached as Exhibit A (the "Services"). The Services include all Work Product defined in Section 9 below.

2. Consideration

2.1 As payment in full for the Services and subject to the terms of this contract, SAIF shall pay Contractor as set forth in Exhibit A. SAIF shall reimburse Contractor for travel-related and other expenses only to the extent provided in Exhibit A.

2.2 SAIF is not required to pay Contractor for any Services, unless the Services are complete, conform to the specifications in the Statement of Work and otherwise conform to the warranty and other terms of this contract.

2.3 Contractor shall submit invoices for Services performed and allowable expenses incurred. Each invoice must describe with particularity all Services and expenses for which payment is requested, and must include the dates the Services were performed or expenses were incurred. Contractor shall provide itemized receipts documenting any travel-related expense allowed under Exhibit A for which Contractor is requesting reimbursement. Contractor shall mail invoices to SAIF at the address given in the Notice section of this contract, or such other address as SAIF provides by written notice to Contractor.

2.4 The maximum, not-to-exceed compensation payable to Contractor under this contract is \$_____. Contractor shall not submit invoices for, and SAIF is not required to pay, any amount in excess of this amount, unless the contract is amended to permit additional compensation. If this maximum compensation amount is increased by amendment of this contract, the amendment must be signed by both parties before Contractor performs any Services subject to the amendment.

3. Term This contract is effective when it has been signed by both parties and terminates on_____, unless otherwise extended under section 17, or terminated under section 12 or section 15.

4. Confidentiality

4.1 Contractor shall protect confidential information from unauthorized disclosure and use. "Confidential information" means any information about an injured worker or a SAIF-insured employer obtained by Contractor or its employees or agents in the performance of this contract. Contractor shall not use confidential information for purposes other than those directly related to the purposes of this contract. Contractor shall not disclose confidential information to third parties without SAIF's prior written consent. Contractor may disclose confidential information to Contractor's employees or consultants only as permitted by this contract, and only on a "need-to-know" basis, and only after the employee or consultant has agreed to be bound by all of the terms of this contract related to the nondisclosure of information. The limited disclosure right granted in the preceding sentence does not constitute a grant of ownership or license rights in any confidential information.

4.2 Contractor acknowledges that the disclosure by Contractor of any confidential information will immediately give rise to continuing irreparable injury to SAIF and others

that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to SAIF, SAIF may seek injunctive relief for Contractor's disclosure of confidential information.

4.3 Contractor's obligations with respect to confidentiality survive termination of the contract.

5. Independent Contractor/Responsibility for Taxes and Withholding

5.1 Contractor shall perform all Services as an independent contractor. Contractor has no authority to incur or create any obligation for or to legally bind SAIF in any way. SAIF may (a) determine and modify the delivery schedule for the Services and (b) evaluate the quality of the completed performance; however, SAIF shall not control the means or manner of Contractor's performance. Contractor shall determine the appropriate means and manner of performing the Services.

5.2 Nothing in this contract is intended to make Contractor an "officer," "employee," or "agent" of SAIF, as those terms are used in Oregon Revised Statutes (ORS) 30.265.

5.3 Contractor shall pay all taxes applicable to payments made to Contractor under this contract and, unless Contractor is subject to backup withholding, SAIF is not required to, and will not, withhold any amounts from these payments to cover Contractor's tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from payments made to Contractor under this contract, except as a self-employed individual.

6. Representations and Warranties. Contractor represents and warrants to SAIF that:

6.1 Contractor will perform the Services in a timely and professional manner using qualified personnel acting in accordance with applicable professional standards.

6.2 All Services conform to the specifications, capabilities, characteristics, functions, and performance standards in the Statement of Work, are free from error or defect that materially impairs use, and are free from defects in materials, workmanship, and design (except to the extent that the design is dictated by SAIF).

6.3 All Work Product is free of any restrictions on or conditions of transfer, modification, licensing, sublicensing, distribution, or assignment, and free of any liens, claims, mortgages, security interests, liabilities, or encumbrances of any kind.

6.4 No Work Product infringes, nor will SAIF's use, duplication, or transfer of the Work Product infringe, any copyright, patent, trade secret, or other proprietary right of any third party either during the term of the contract or thereafter.

6.5 Except as otherwise set forth in the Statement of Work, any subcontractors performing Services for Contractor under this contract have assigned all of their rights in the Work Product to Contractor or SAIF and no third party has any interest in any Work Product to be supplied to SAIF under this contract.

6.6 Contractor is not in violation of, charged with, or, to the best of Contractor's knowledge, under any investigation with respect to violation of, any law, ordinance, or regulation, or any other requirement or order of any governmental or regulatory body applicable to delivery of the Services, and Contractor's delivery of the Services will not violate any such law, ordinance, regulation, requirement, or order.

6.7 Contractor is qualified to do business in the State of Oregon and has the authority to enter into this contract. This contract constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms.

6.8 If Contractor is currently employed by the State of Oregon or the federal government, Contractor's performance under this contract creates no potential or actual conflict of interest as defined by ORS Chapter 244 and no rules or regulations of Contractor's employing agency (state or federal) prohibit Contractor's activities under this contract.

6.9 Contractor has no interest, and will not acquire any interest, that would conflict with its obligation to perform under this contract.

7. Subcontracts/Assignment/Successors in Interest. Contractor shall not assign or transfer any rights in this contract, or delegate any duties, without first obtaining SAIF's prior written consent. Contractor shall not enter into any subcontracts for delivery of any of the Services without SAIF's prior written consent. SAIF's consent to any subcontract does not relieve Contractor of any of its duties under this contract. This contract is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided in the contract, their permitted legal successors and assigns.

8. Access to Records

8.1 Contractor shall maintain all financial records relating to the subject matter of this contract in accordance with generally accepted accounting principles ("GAAP"). In addition, Contractor shall maintain any other records, books, documents, papers, plans, or writings pertinent to this contract in such a manner as to document clearly Contractor's performance of its duties under this contract. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required under applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later.

8.2 Contractor shall permit SAIF, the Oregon Secretary of State's Office, and the federal government, and their duly authorized representatives access to, and allow them to make excerpts and transcripts of, Contractor's financial records, books, documents, papers, plans, and writings, for the purpose of auditing Contractor's performance of its duties under this contract.

8.3 The Oregon Secretary of State is an intended beneficiary of this section 8.

9. Ownership of Work Product

9.1 The following terms have the meanings set forth below:

(a) "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from the contract.

(b) "Third Party Intellectual Property" means any intellectual property owned by parties other than SAIF or Contractor.

(c) "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever, or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor (either alone or with others) pursuant to the Contract. Unless otherwise specified, Work Product does not include Third Party Intellectual Property or Contractor Intellectual Property.

9.2 All Work Product, including work derivative of the Work Product and compilations of the Work Product, and whether or not the Work Product is determined to be a work made for hire or an employment to invent, is the exclusive property of SAIF. All Work Product is intended by the parties to be "work made for hire" of which SAIF is the author within the meaning of the United States Copyright Act, notwithstanding the fact that Contractor is an independent contractor and not an employee of SAIF. If for any reason the Work Product is determined not to be "work made for hire," Contractor hereby irrevocably assigns to SAIF all of its interest in the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon SAIF's reasonable request, Contractor shall execute any documents and instruments necessary to fully vest these rights in SAIF. Contractor forever waives all rights relating to Work Product,

including all moral rights and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

9.3 If Contractor provides Contractor Intellectual Property as part of the Services, Contractor hereby grants to SAIF an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on SAIF's behalf.

9.4 If Contractor provides Third Party Intellectual Property as part of the Services, or if any Work Product or Contractor Intellectual Property that Contractor provides as part of the Services incorporates or relies upon Third Party Intellectual Property, Contractor shall secure on SAIF's behalf and in SAIF's name, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on SAIF's behalf.

10. Indemnification

10.1 Contractor shall indemnify and hold SAIF, the State of Oregon, and their officers, employees, and agents harmless against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney fees, resulting from, arising out of, or relating to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract. The State of Oregon and its agencies are intended beneficiaries of this obligation to indemnify.

10.2 In addition to and without limiting the generality of section 10.1, Contractor shall indemnify, and hold SAIF, the State of Oregon, and their officers, employees, and agents harmless against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney fees, resulting from, arising out of or related to any claims that the Services or any other tangible or intangible items delivered to SAIF by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or SAIF's use of them, infringe any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party. The State of Oregon and its agencies are intended beneficiaries of this obligation to indemnify.

10.3 SAIF shall provide prompt written notice to Contractor of any claim for which indemnification is expected.

10.4 Contractor's obligation to indemnify under this section 10 survives termination of the contract.

11. Insurance. Contractor shall obtain, from an insurance company authorized to do business in the State of Oregon, and shall maintain for the duration of this contract including any extensions, and for any period of Contractor liability continuing after the termination of the contract, all of the insurance set forth in the attached Exhibit B. SAIF must be named as an additional insured under all such policies.

12. Termination

12.1 This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice to the other party in writing and delivered by certified mail or in person.

12.2 Upon termination of the contract for any reason, Contractor shall deliver to SAIF all Work Product completed by Contractor prior to the date of termination of the contract. Termination of this contract does not discharge either party from any obligations or liabilities already accrued prior to termination, or any claim that is based on any breach of this contract occurring prior to termination, including any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. The rights and

remedies of each party under this section are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

13. Controlling Law/Venue. This contract is to be construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law, and applicable federal law. Any action or suit brought by the parties relating to this contract must be brought and conducted exclusively in the Circuit Court of the State of Oregon for Marion County in Salem, Oregon or, if a claim must be brought in a federal forum, in the United States District Court for the District of Oregon. Contractor hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either forum is an inconvenient forum. Neither this section nor any other term of this contract may be construed as a waiver by SAIF or the State of Oregon of any form of defense or immunity, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

14. Force Majeure. Neither party is responsible for delay or default caused by fire, riot, acts of God, war, terrorism, or other similar events beyond either party's reasonable control.

15. Severability. If any term of this contract is determined, to any extent, to be invalid or unenforceable, the parties intend that the remainder of this contract not be affected, and each remaining term of this contract be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable term is to be replaced by a mutually acceptable term which, being valid and enforceable, comes closest to the intention of the parties underlying the invalid or unenforceable term. If deletion or replacement of the invalid or unenforceable term materially changes this contract or causes completion of either party's obligations to be unreasonable, either party may terminate this contract without further obligation or liability upon written notice to the other party.

16. Waiver. The failure of either party to enforce any term of this contract does not constitute a waiver by that party of that or any other term.

17. Amendment. This contract may not be supplemented, extended, or amended, in any manner whatsoever, except by written instrument signed by the parties.

18. No Third-Party Beneficiaries. SAIF and Contractor are the only parties to this contract and the only persons who may enforce this contract. Nothing in this contract gives or is intended to give any benefit or right to third persons unless these persons are individually identified by name and expressly described as intended beneficiaries of this contract. Except as otherwise stated in this contract, the State of Oregon and its agencies are not intended beneficiaries of this contract.

19. Notices. Except as otherwise expressly provided in this contract, any communications between the parties, or notices to be given under this contract, must be given in writing by personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to Contractor or SAIF at the address or number set forth below in this section, or to such other addresses or numbers as either party may later indicate pursuant to this section. Any communication or notice so addressed and mailed is deemed to be given five days after mailing. Any communication or notice delivered by facsimile is deemed to be given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. To be effective, any notice transmitted by

facsimile must be confirmed by telephone notice to the receiving party's authorized representative. Any communication or notice given by personal delivery is deemed to be given immediately upon delivery, provided delivery is made to the authorized representative indicated below.

If to SAIF:

SAIF Corporation

Attention: _____

(Title)

400 High Street SE

Salem, OR 97312

Phone: 503. _____

Fax: 503. _____

Email: _____@saif.com

If to Contractor:

Attention: _____

(Title)

(street address)

(city, state, zip code)

Phone: _____

Fax: _____

Email: _____

20. Tax Compliance. By signing this contract for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that, to the best of the undersigned's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323, and the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

21. Entire Agreement. This contract constitutes the entire agreement between the parties with regard to its subject matter. There are no understandings, agreements, or representations, oral or written, by or between the parties relating to the subject matter of this contract that are not specified in this contract. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms.

22. Contractor Data

FEDERAL TAX I.D. NUMBER _____

STATE TAX I.D. NUMBER _____

Each party is signing this contract on the date stated opposite each party's signature, and this contract is effective as of the last date signed below.

Contractor:

(contractor name), a _____

By: _____

Date

Title: _____

SAIF:

State Accident Insurance Fund Corporation,
an Oregon independent public corporation
dba SAIF Corporation

By: _____

Date

Title: _____

SAIF Contract Review _____

Attachment B
Performance Requirements
For Medical Bill Review and Negotiation Services Contract
(Note: These performance requirements will appear in Exhibit A of the contract.)

Attachment C
Insurance Requirements
For Medical Bill Review and Negotiation Services Contract
(Note: These insurance requirements will appear as Exhibit C of the contract.)

During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance described below:

1. ☒ **Required by SAIF**
Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
2. ☒ **Required by SAIF**
☐ **Not required by SAIF**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence, covering damages caused by error, omission or negligent acts related to the Services.
3. ☐ **Required by SAIF**
☒ **Not required by SAIF**
Commercial General Liability insurance covering bodily injury and property damage in a form and with coverages satisfactory to SAIF. This insurance must include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage must be written on an occurrence basis. Combined single limit per occurrence must not be less than \$2,000,000 for each job site or location. Each annual aggregate limit must not be less than \$4,000,000.
4. ☐ **Required by SAIF**
☒ **Not required by SAIF**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
5. **Notice of cancellation or change.** There must be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from Contractor or its insurers to
SAIF Corporation
Attn: Procurement
400 High Street SE
Salem OR 97312
Email: nadkos@saif.com
6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, Contractor shall furnish acceptable insurance certificates to
SAIF Corporation
Attn: Procurement
400 High Street SE
Salem OR 97312
Email: nadkos@saif.com
prior to commencing performance of the Services. The certificate must specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to SAIF

acceptance. If requested, Contractor shall provide complete copies of insurance policies, trust agreements, etc. to SAIF. Contractor is financially responsible for all pertinent deductibles, self-insured retentions and self-insurance.

**Attachment D
Proposer Certifications**

NOTE TO PROPOSER: Each proposal must include an original of this attachment, signed in ink by an authorized representative of proposer. Proposals that do not include a copy of a signed original of this attachment will be rejected as nonresponsive.

Proposer represents that each of the following statements is accurate at the time the proposer submits its proposal. Proposer warrants that each of the following statements will remain accurate for a period of 90 days following submission of proposer's proposal and, if Proposer's proposal is accepted, each statement will remain accurate throughout the term of any contract between proposer and the State Accident Insurance Fund Corporation (SAIF) for medical bill review and negotiation services.

1. The key persons named in proposer's proposal are qualified to perform the work described in this RFP and in the proposal, and proposer will assign these key persons to perform the work if SAIF awards a contract to proposer for these services.
2. Proposer has not colluded or consulted with any other proposer or potential proposer in the preparation and submission of this proposal.
3. Proposer agrees to be bound by the terms and pricing of its proposal, including all attachments to it.
4. The person signing this certification is authorized by proposer to act on behalf of and to make the representations in this certification on behalf of the proposer.
5. If SAIF awards a contract to proposer for medical bill review and negotiation services, proposer will diligently perform the contract according to its terms.
6. Each of the foregoing representations is accurate and is incorporated into any contract between SAIF and proposer for the delivery of medical bill review and negotiation services.

Proposer Name: _____

By: _____

Title: _____

Date: _____

**Attachment E
Form of Settlement Agreement**



Settlement Agreement and Release

By its execution of this Settlement Agreement and Release, the undersigned hospital ("Provider") hereby agrees, for itself and its affiliated companies, associates, successors and assigns, to accept the sum of \$_____ (the "Settlement Amount") as full and final payment for all medical services provided to _____ ("Patient") on ____/____/____ under Provider billing No. _____ (the "Services"), and Provider hereby releases and forever discharges Patient and the State Accident Insurance Fund Corporation ("SAIF") from all claims for additional reimbursement in connection with the Services.

In consideration for Provider's execution of this agreement and acceptance of the Settlement Amount as payment in full for all claims of Provider in connection with the Services SAIF shall pay the Settlement Amount to Provider within ten business days after Provider's execution and delivery of this agreement to SAIF.

Provider:

<Name>
<Address>
<Phone Number>

By: _____

Date: _____

Printed Name: _____

Title: _____

Accepted on behalf of SAIF:

By <Contractor Name>

By: _____

Date: _____

Printed Name: _____

Title: _____