

Montana Department of Public Health and Human Services (DPHHS)
Health Resources Division
CULTURAL AND LANGUAGE SERVICES INVOICE
For Medicaid, Healthy Montana Kids (CHIP), and Healthy Montana Kids *Plus*

NOTE: Use a separate Invoice for each member's visit to a provider.

To receive payment for Interpreter Services, the Interpreter should submit this form, signed by both the Interpreter and the Provider, to:

DPHHS
 Health Resources Division Interpreter Services
 P.O. Box 202951
 Helena MT 59620

◆ This section to be completed by the Interpreter:

Interpreter Billing Address: _____ Interpreter SSN (or tax ID): _____
 _____ Interpreter Phone Number: _____

Total time with member prior to provider appointment: _____ minutes

Certified Sign Language Interpreter Face-to-Face Other (please specify) _____
 Language/Other Interpreter Face-to-Face Other (please specify) _____

 Signature of Interpreter Date

◆ This section to be completed by the Provider:

Member Name: _____ Member Medicaid Number or SSN: _____

Services provided are covered services and medically necessary: Yes No

Interpreter provided interpreter services on the date of service: Yes No

Interpreter services total time in your office: _____ minutes

 Printed Name of Provider Provider NPI Number

 Signature of Provider Date

Date of Service	Location of Service	Brief Description of Services Received	Total 15 Minute Units

For Internal Use Only

Member is Medicaid/HMK eligible on date of service Service is Approved for Payment

Program Officer: _____ Signature: _____ Date: _____

Professional or Errors and Omissions Liability Insurance

- A. The Contractor must have professional insurance to cover such claims as may be caused by an error, omission, or other negligent act of the Contractor as a professional and any other employed or subcontracted professional staff involved in providing the contracted services.
- B. At minimum, the coverage must have liability coverage of \$250,000.

Indemnification

- A. The following apply for the purpose of this section:
 - 1. "Contractor" includes the Contractor and any officer, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract for or on behalf of the Contractor.
 - 2. "State of Montana" includes the State of Montana and the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.
 - 3. "Allegation of liability" includes both actual and alleged claims, demands, and legal causes of action.
- B. The Contractor shall at its sole cost and expense indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, including the officers, employees and agents of the Contractor.
- C. The obligation of the Contractor to indemnify, defend, and hold harmless the State of Montana under this Section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of the Contractor and of the State of Montana as jointly liable with the Contractor relating to performance under this Contract, including any actual or alleged:
 - 1. acts, errors, omissions or negligence, whether willful or not;
 - 2. failure or omission to perform the duties, responsibilities or services under this Contract; or
 - 3. failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of the Contractor.

The obligation of the Contractor to indemnify, defend and hold harmless the State of Montana under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana.
- D. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.

- E. If the Department determines the Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.

Compliance with business, tax, labor, and other legal authorities

- A. The Contractor assures the Department that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B. The Contractor and its employees, agents and subcontractors are not employees of the State and the Contractor may not in any manner represent or maintain the appearance that they are employees.
- C. The Contractor must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this Contract. The Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to the Contractor and must immediately inform the Department of any change in the status of the Contractor's coverage.
- D. If the Contractor has received an independent contractor certification from the Montana Department of Labor and Industry as to the Contractor for workers' compensation and other purposes, the Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of the Contractor's certification. This requirement is not applicable if the Contractor's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.
- E. The Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.
- F. The Contractor, as a Contractor for the State, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, chapter 2, part 4, MCA unless the services contracted for are "human services" or one of the other exclusions from the prevailing wage requirement.
- G. The Contractor may not use a person as an independent contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent contractor and remains so, or is otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.

- H. The Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor, the Contractor's employees, and any persons providing services on behalf of the Contractor under this Contract.
- I. The Contractor must comply on an on-going basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- J. The Contractor shall only employ, contract or otherwise engage personnel who are authorized to work in the United State in accordance with applicable federal and state laws.
- K. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this Contract is an employee of the Department.

Assignment, transfer and subcontracting

The Contractor may not agree to assign, transfer, delegate or subcontract this Contract in whole or in part, or any right or duty arising under this Contract, unless the Contractor submits a written request to the Department's liaison and the Department gives its express written approval to the assignment, transfer delegation or subcontract. Any agreement to assign, transfer, delegate or subcontract to which the Department does not give its express written approval is null and void; does not make the Department a party to that agreement; and creates no right, claim or interest in favor of any party to that agreement against the Department.

Billing

- A. The Contractor may only bill and receive payment for services that have been performed.
- B. The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

Civil rights

The Contractor may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. The Contractor may not receive funds from the State if the Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.