

LAW OFFICE OF JONES & GARBER

An Insurance Company Law Division

700 SW HIGGINS AVENUE, SUITE 108 • MISSOULA, MT 59803-1489

TELEPHONE 406-543-2446 • FACSIMILE 406-829-3436

Larry W. Jones
406-543-2420
LarryW.Jones@llawoffice.com

Carrie L. Garber
406-543-2434
Carrie.Garber@llawoffice.com

May 3, 2005

FILED

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OFFICE OF
WORKERS' COMPENSATION JUDGE
HELENA, MONTANA

Monte D. Beck
Beck, Richardson & Amsden, PLLC
1946 Stadium Drive, Suite 1
Bozeman, MT 59715

RE: Rausch et al. v. Montana State Fund and Ruhd v. Liberty Northwest Ins. Corp., WCC No. 9907-8274R1

Dear Monte:

Attached is a copy of the Amended Confidentiality Agreement signed by Lon Dale. It is the one that was discussed during the April 29, 2005, hearing before Judge McCarter.

Please review, sign it and send it to Steve Roberts for review and signature. It can then be transmitted to the Court after which you and Steve will have the ability to review the cases under the four categories that we have collected pursuant to the Court's directive.

Very truly yours,



Larry W. Jones

LWJ/ap
Enclosure

cc: Judge McCarter (ltr. w/ enc.)
Steve Roberts (ltr. w/ enc.)
Lon Dale (ltr. w/ enc.)

COPY

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AMENDED CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is entered into this ____ day of _____, 2005, and shall amend and be controlling in place of the Confidentiality Agreement dated the 18th day of February, by MONTE BECK, LON DALE, and STEPHEN ROBERTS (hereinafter Claimants' attorneys), for purposes of maintaining and ensuring the confidentiality of information revealed to Claimants' attorneys during the course of litigation in *Ruhd v. Liberty Northwest Ins. Corp.*, (hereinafter "Ruhd"), and *Rausch, et. al v. Montana State Fund* (hereinafter "Rausch"), WCC No. 9907-8274R1.

WHEREAS, various insurers and self insurers operate as Plan I and Plan II workers' compensation insurers pursuant to Montana Code Annotated § 39-71-2101, et seq., and Claimants' attorneys are attorneys licensed to practice law in the State of Montana and who maintain offices in Bozeman, Montana and Missoula, Montana; and

WHEREAS, pursuant to the procedure followed in similar common fund cases, the parties wish to follow the Court's directive to enter into a confidentiality agreement, subject to Court approval, to protect the privacy interests of those persons who may be affected by the Workers' Compensation Court's decision in *Ruhd* and *Rausch*; and

WHEREAS, as part of the implementation process, Claimants' attorneys and their designated agents, health care providers, certified rehabilitation counselors or claims examiners who are assisting claimants' attorneys in the review of the files are requesting permission to examine and review confidential information maintained by the above-referenced Plan II workers' compensation insurer;

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. The term "confidential information" includes the names of claimants, claim numbers, medical records, as well as other personal information which is protected from public disclosure. The parties agree that any confidential information revealed to Claimants' attorneys, and their designated agents, health care providers, certified rehabilitation counselors or claims examiners who are assisting claimants' attorneys in the review of the files during the course of this litigation shall not be reproduced, disseminated or otherwise communicated by Claimants' attorneys and their designated agents, health care providers, certified rehabilitation counselors or claims examiners who are assisting claimants' attorneys in the review of the files or by any person acting on behalf of Claimants' attorneys except as provided in this agreement or pursuant to an Order of the Workers' Compensation Court.

2. The confidential information shall be available only to Claimants' attorneys, their agents, health care providers, certified rehabilitation counselors or claims examiners who are assisting claimants' attorneys in the review of the files or members of their law firms, and used by them solely for the purposes of enforcing the common fund created in *Rausch* and *Ruhd*.

3. All other information in the file that does not fall under the definition of confidential information is nevertheless subject to the terms and conditions of this Amended Confidentiality Agreement. This information will be made available only to claimants attorneys and their agents as part of the file review process and may not be copied, in whole or in part, in any form and may not be disseminated to anyone through any media by them.

4. It is understood that the term "health care providers" referenced in this agreement includes medical experts who can review impairment determinations and, further, that a Court order is not necessary to have confidential documents obtained pursuant to this agreement to be reviewed by health care providers.

5. Pursuant to the Court's direction during the hearing on April 1, 2005, the Claimants' attorneys will have the health care providers sign an agreement incorporating the confidentiality, privacy and non-disclosure requirements as set forth in this Amended Confidentiality Agreement.

6. Pursuant to the Court's direction during the hearing on April 1, 2005, the Claimants' attorneys will have the certified rehabilitation counselors sign an agreement incorporating the confidentiality, privacy and non-disclosure requirements as set forth in this Amended Confidentiality Agreement.

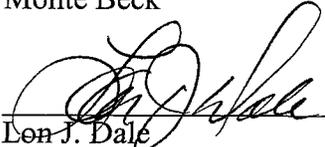
7. Pursuant to the Court's direction during the hearing on April 28, 2005, the Claimants' attorneys will have the claims examiners who are assisting Claimants' attorneys in the review of the files sign an agreement incorporating the confidentiality, privacy and non-disclosure requirements as set forth in this Amended Confidentiality Agreement.

8. At the conclusion of this litigation and the implementation process, whether by trial, settlement or otherwise, the confidential information subject to this agreement, as well as copies thereof, shall be returned to the insurers for disposal. However, Claimants' attorneys may retain documents which they deem necessary to protect themselves against potential claims for professional negligence or misconduct. Any and all documents retained by Claimants' attorneys shall be placed under seal and shall not be reproduced, disseminated or otherwise communicated to any person except in connection with a defense to a claim for professional negligence or misconduct. Even when defending against such a claim, Claimants' attorneys shall prudently guard against the unwarranted dissemination of the confidential information. Further, any and all documents retained by Claimants' attorneys shall be destroyed after a reasonable period of time.

DATED this ____ day of _____, 2005.

Stephen Roberts

Monte Beck



Lon J. Dale

APPROVED as to form and content and SO ORDERED on this ____ day of
_____, 2005.

Hon. Mike McCarter
Workers' Compensation Judge