State of Minnesota

Minnesota Department of Employment and Economic Development  
Disability Determination Services



REQUEST FOR PROPOSAL

Medical Consultants

Date Posted: March 21, 2022

(Amended on March 23, 2022; March 30, 2022)

Responses must be received not later than 5:00 p.m., Central Time, April 11, 2022, to be a part of the initial evaluation and selection process.

**Minnesota’s Commitment to Diversity and Inclusion**

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to [the Office of Equity in Procurement home page, at www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

SPECIAL NOTICE: This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

**TABLE OF CONTENTS**

**Solicitation Content**

[SECTION 1 – INSTRUCTIONS TO RESPONDERS 3](#_Toc88393065)

[SECTION 2 – SUMMARY OF SCOPE 5](#_Toc88393066)

[SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION 7](#_Toc88393067)

[SECTION 4 – PROPOSAL CONTENT 8](#_Toc88393068)

[SECTION 5 – EVALUATION PROCEDURE AND CRITERIA 9](#_Toc88393069)

[SECTION 6 – SOLICITATION TERMS 10](#_Toc88393070)

**Solicitation Attachments**

* Attachment A: Application
* Attachment B: Responder Declarations
* Attachment C: Exceptions to State’s Terms and Conditions
* Attachment D: Cost Detail
* Attachment E: Responder Forms
  + Workforce Certification
  + Equal Pay Certificate Form

**Sample Contract**

* Exhibit A: Contract Terms
* Exhibit B: Insurance Requirements
* Exhibit C: Specifications, Duties, and Scope of Work
* Exhibit D: Pricing
* Attachment A: Notice of Hours Available

SECTION 1 – INSTRUCTIONS TO RESPONDERS

|  |  |
| --- | --- |
| Steps for Completing Your Response | Follow the steps below to complete your response to this Solicitation:  Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response |
| Incomplete Submittals | A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected. |
| STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY | |
| How to Ask Questions | The contact person for questions is:  Milla Kokotovich, Assistant Director Medical Services (“Solicitation Administrator”) Disability Determination Services milla.kokotovich@state.mn.us  Questions should be e-mailed to the Solicitation Administrator via e-mail no later than 5:00 p.m., Central Time, March 28, 2022, for the initial evaluation and selection process. Questions received after the initial evaluation and selection process will be posted as noted below on a timely basis. Please include in the subject line of the e-mail “Question(s) re: Medical Consultants RFP.” The questions and answers will be posted in the Medical Consultant section of *DEED’s Competitive Grants and Contracts* webpage found at <https://mn.gov/deed/about/contracts/open-rfp.jsp>.  Other personnel are not authorized to answer questions regarding this Solicitation. |
| STEP 2 – WRITE YOUR RESPONSE | |
|  | The Proposal Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).  **Review, sign, and include the Responder Declarations with your response**. |
| STEP 3 –SUBMIT YOUR RESPONSE | |
| Where to Send Your Response | Submit your response via e-mail or hard copy to:  Disability Determination Services Milla Kokotovich, Assistant Director Medical Services 121 7th Place East St. Paul, MN 55101 milla.kokotovich@ssa.gov  Responses must be received not later than 5:00 p.m., Central Time, April 11, 2022, to be a part of the initial evaluation and selection process.  Send via email to [milla.kokotovich@ssa.gov](mailto:milla.kokotovich@ssa.gov) or via hard copy sealed in mailing envelopes or packages with the responder's name and address written on the outside to the above-referenced address. By submitting a response, responder is making a binding legal offer for the period of time set forth below in Section 6, Conditions of Offer.  **THIS IS AN ONGOING SOLICITATION.** This solicitation will remain open on the Department of Employment and Economic Development (“DEED”) and Department of Administration, Office of State Procurement (“OSP”) website. Responses received after the initial due date will be reviewed in accordance with the solicitation and awarded based on the State’s needs.  All costs incurred in responding to this RFP will be borne by the responder. |

SECTION 2 – SUMMARY OF SCOPE

# Project Overview and Goals.

The Department of Employment and Economic Development (“DEED”), Minnesota Disability Determination Services (“DDS”) requests applications to work as a medical contractor reviewing the disability claims of Minnesotans who have applied for Social Security Disability benefits. All work occurs on Social Security Administration’s secure network system. The State anticipates awarding multiple contracts for this work.

It is the goal of this Request for Proposal (“RFP”) that qualified contractors will be available to review Social Security Disability claims accurately applying all regulations and clinical considerations to complete reviews in a timely manner. Responder must be a single practitioner.

# Sample Tasks and Deliverables.

The successful responder(s) (contractor) will work closely with disability examiners and other staff within the Minnesota DDS to provide accurate and timely review of disability claims and other related functions as defined in the contract. The contractor will provide, as needed and in accordance with Social Security Administration (“SSA”) policy and procedures, statements regarding a claimant’s residual level of functioning.

The main tasks the contractor will perform under the resulting contract includes but is not limited to:

## Reviewing and evaluating medical case file data in accordance with SSA policy and guidelines and within State production and quality standards. Minimum productivity expectations are two (2) completed cases per hour for physical consultations and one and one-half (1.5) cases per hour for psychological consultations. A request for more development counts for one‑half (0.5) of a completed case. Time spent on duties unrelated to production such as training/phone calls/meetings/case consults etc. is not included in productivity calculations.

## Responding, in accordance with DEED policy and guidelines, to written and/or oral queries from the disability examiner staff and others regarding specific case related medical or psychological issues.

## Providing, as needed and in accordance with SSA policy and procedures, statements regarding a claimant’s residual level of functioning.

## Obtaining, when necessary, additional medical information via telephone contact with a treating or consulting medical resource.

## Preparing and presenting medical in-service lectures to new and existing DDS staff, keep abreast of new and existing medical policies and procedures in the Social Security Disability program.

## Using the computer as needed to fulfill SSA and DDS requirements. Efficient use of the computer to satisfy the standards set forth in item 2.1.

## Successfully completing the Presidential Homeland Security Directive 12 (HSPD-12) background verification process to acquire access to the federal information systems needed to perform disability medical review services.

## Not performing any private services, or services not authorized under the resulting contract, using the State/Federal provided equipment, including but not limited to telephone and computer, or perform any private services, or services not authorized under the resulting contract while on State premises or on the SSA’s Federal secured network.

## Acting in a professional manner when performing services, being civil in all dealings with State employees, ethical in the performance of services and not breaching any confidentialities.

## Maintaining all required medical licensing required by applicable laws and regulations during the term of the resulting contract. Responder is responsible for any costs associated with maintaining licensure.

## Agreeing not to preform consultative examinations for the Minnesota DDS without prior approval, in accordance with 20 C.F.R. 404.1519q.

## Agreeing to perform all case reviews on SSA’s secured network.

## Physical and psychological contractors will review and sign, as appropriate and as required by Federal regulations, completed disability determination (SSA-831, SSA-833, SSA-834).

## Speech/Language medical contractors will assist disability examiners, medical consultants and psychological consultants with speech/language issues and provide analysis pertaining to issues related to speech/language impairments.

## At any time during the award and contracting process should the contractor be named in an investigation, internal or outside DEED, the contractor’s pending contract will be placed on hold. If following the investigation termination occurs, for matters including but not limited to licensure, disciplinary action, failed background check, failure to pay taxes, DEED will cancel the contract and the seven (7) day contract cancellation policy will not apply.

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

# Anticipated Contract Term.

The term of this contract is anticipated to be from July 2022 through June 2023, with the option to extend up to an additional four (4) years in increments determined by the State.

This RFP does not obligate the State to award a contract or complete the project, and the State reserves the right to cancel the solicitation if it is considered to be in its best interest.

# Question and Answer Instructions.

All questions should be submitted to the Solicitation Administrator listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after March 28, 2022, for the initial evaluation and selection process. The questions and answers will be posted in the Medical Consultants section of DEED’s Grant and Contract Opportunities webpage.

Only personnel listed above are authorized to discuss this solicitation with responders. Contact regarding this solicitation with any personnel not listed above could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

**Mandatory Requirements**

1. Application. Submit one (1) completed application as stated in the application materials on Attachment A. All questions must be answered as directed for the application to be considered.
2. Curriculum Vitae. An up-to-date Curriculum Vitae is required and must be included with the application.
3. Copy of License and Expiration Date.
4. The following attached forms must be completed and included with the application.
5. Attachment A: Application
6. Attachment B: Responder Declarations
7. Attachment C: Exception to State’s Terms and Conditions
8. Attachment D: Cost Detail
9. Attachment E: Responder Forms

Workforce Certification

Equal Pay Certificate Form

**DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).**

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

Phase 1 - Review responses for responsiveness and pass/fail requirements

Phase 2 - Evaluate responses

Phase 3 - Select finalist(s)

# Phase 1 – Responsiveness and Pass/Fail Requirements

All responders must complete the attached Attachment A – Application and other required forms in their entirety for evaluation. Responders will be evaluated based on their responses to the Pass/Fail portions of the application. The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

* Responder must be a single practitioner.
* Responder must complete and submit as part of its proposal the SSA Regulatory Requirements form. See Attachment A – Application. Section 1.
* Responder must complete and submit as part of its proposal the Investigation form. See Attachment A – Application. Section 2.
* Responder must complete and submit as part of its proposal the Reimbursement form. See Attachment A – Application. Section 3.

# Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2. Responders will be scored based on their answers in Attachment A – Application, Section 4 – Qualifications and Experience as follows:

The factors and weighting on which responses will be evaluated are:

1. Qualifications and Experience 700 points
2. Curriculum Vitae 200 points
3. Cost - Attachment A – Application. Section 3 100 points

1000 points

# Phase 3 - Select Finalist(s)

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on highest score in accordance with workload and medical specialty needs. The State reserves the right to pursue negotiations on any exception taken to the State’s standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

SECTION 6 – SOLICITATION TERMS

# Competition in Responding

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

# Addenda to the Solicitation

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

# Data Security - Foreign Outsourcing of Work is Prohibited

All storage and processing of information shall be performed within the borders of the United States.

# Joint Ventures

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

# Withdrawing Response

A responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State’s detrimental reliance on the response.

# Rights Reserved

The State reserves the right to:

* Reject any and all responses received;
* Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
* Negotiate with the highest scoring Responder[s];
* Terminate negotiations and select the next response providing the best value for the State;
* Consider documented past performance resulting from a State contract may be considered in the evaluation process;
* Short list the highest scoring Responders;
* Require Responders to conduct presentations, demonstrations, or submit samples;
* Interview key personnel or references;
* Request a best and final offer from one or more Responders;
* The State reserves the right to request additional information ; and
* The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

# Samples and Demonstrations

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder’s expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

# Responses are Nonpublic during Evaluation Process

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

# Trade Secret Information

## Responders must not submit as part of their response trade secret material, as defined by Minn**. Stat.** § **13.37.**

## **In the event** trade secret data are submitted, Responder must **defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.**

## **The State does not consider cost or prices to be trade secret material, as defined by** Minn**. Stat.** § **13.37.**

## **A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.**

# Conditions of Offer

Unless otherwise approved in writing by the State, Responder’s cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

# Award

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

# Requirements Prior to Contract Execution

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

**Attachment A: Application**

This application consists of 4 sections: SSA Regulatory Requirements (Pass/Fail), Investigation (Pass/Fail), Reimbursement (Pass/Fail), and Qualifications and Experience.

**The remainder of this page is left intentionally blank.**

**Section 1. SSA Regulatory Requirements (Pass/Fail)**

1. Please complete the following:

I am currently licensed in the State of Minnesota as a:

\_\_ licensed physicians (medical or osteopathic doctors);

\_\_ licensed or certified psychologists as outlined below:

Is licensed or certified as a psychologist at the independent practice level of psychology by the State of Minnesota;

Possesses a doctorate degree in psychology from a program in **clinical** psychology of an educational institution accredited by an organization recognized by the Council on Post-Secondary Accreditation;

Or

Is listed in a national register of health service providers in psychology which the Commissioner of Social Security deems appropriate; **and**

Possesses 2 years of supervised clinical experience as a psychologist in health service, at least 1 year of which is post Master’s degree.

\_\_ qualified speech-language pathologists only for purposes of establishing speech or language impairments. For this source, “qualified” means that the speech-language pathologist must be licensed by the State education agency in the State in which he or she practices, or hold a Certificate of Clinical Competence from the American Speech-Language-Hearing Association.

**Please note:** A copy of your license and expiration date will be required.

**Section 2. Investigation (Pass/Fail)**

Read each statement below carefully. Place a **T** on the line if the statement is **True.** Place an **F** on the line if the statement is **False.** Any current or past incidence of contract ending other than by mutual agreement or due to poor performance or inappropriate or criminal behavior will result in a fail. Application will not be considered. All successful applicants will be required to pass SSA’s Federal background security clearance. Applicants may be required to sign a release of information to facilitate communication concerning prior investigations or work issues. Any falsification of information is reason for rejection of application. If falsification is discovered at a later date, it may result in termination of the contract without further compensation.

\_\_ I have not been the subject of any investigation within the MN Department of Employment and Economic Development or another state agency in which contract ended by other than mutual agreement of both parties and/or for reasons other than performance issues or inappropriate or criminal behavior in the workplace.

\_\_ I am not currently being investigated or under disciplinary action by the Board of Medical Practice or the MN Board of Psychology.

\_\_ I have not had disciplinary action(s) by the MN Board of Medical Practice or the MN Board of Psychology related to poor performance, inappropriate or criminal behavior.

\_\_ I have not had disciplinary action(s) in another state due to poor performance, inappropriate or criminal behavior.

\_\_ I have been a contractor for a Disability Determination Services in another state. Contract ended due to mutual agreement of state and contractor.

\_\_ I am not currently working as a panelist performing exams in Minnesota or any other state.

**Section 3. Reimbursement (Pass/Fail)**

Contractor reimbursement is controlled by the Social Security Administration (SSA) budget for the current fiscal year. Other conditions are stated in the contract due to federal funding. The rate of payment is non-negotiable. All rates are defined by licensing requirements in *Section 1. SSA Regulatory Requirements (Pass/Fail)*. The following schedule is for Federal Fiscal Year 2023 (July 1, 2022 – June 30, 2023):

Chief State Agency Medical/Psychological consultant: $84.50/hr

Licensed physicians (medical or osteopathic doctors): $79.50/hr

Licensed or certified psychologists: $74.50/hr

Licensed speech-language pathologists: $71.50/hr

**Please check below if you accept these rates**.

\_\_\_\_\_ I agree to the above-referenced rate of pay.

**Section 4. Qualifications and Experience**

Please answer the following questions. A separate sheet may be attached as needed for explanation.

1. Do you have previous experience in reviewing Social Security Disability claims? Please provide an outline of background and experience, including length of experience, locations and specialty areas. Include an up-to-date Curriculum Vitae with the application.

2. Do you have previous experience reviewing other types of disability claims? Please describe length and type of experience.

3. Please describe your computer skills. Please describe the types of computer and software programs you have worked with and proficiency level (Word, Epic, Versa, DCPS, eCAT etc.). How much of your day is/was spent using the computer?

4. Are you board certified in any medical specialties?

5. How many hours per week are you available?

6. The reviews done by doctors, psychologists and speech pathologists for Social Security Disability require using medical and clinical knowledge to evaluate medical evidence and assess severity in comparison to legal criteria. The reviews are not done in a clinical setting and do not involve contact with patients. The reviews require assessing and managing case reviews in a timely manner. Please describe your ability to evaluate and assess medical evidence and provide a written opinion regarding the evidence of record.

7. Please add any other information upgrading your qualifications that you think would be helpful in this application

**Attachment B: Responder Declarations**

**The remainder of this page is left intentionally blank.**

ATTACHMENT B: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

* 1. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
  2. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
  3. **Non-Collusion Certification.**

The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and

The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

* 1. **Organizational Conflicts of Interest.** To the best of Responder’s knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

a vendor is unable or potentially unable to render impartial assistance or advice to the State;

the vendor’s objectivity in performing the contract work is or might be otherwise impaired; or

the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State’s Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

* 1. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over $100,000, the undersigned certifies, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* 1. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
  2. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](https://mn.gov/admin/assets/Diverse%20Spend%20Reporting%20FAQ_tcm36-394274.pdf) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name:

Signature:

Printed Name:

Title:

Date:

Phone Number:

Email Address:

**Attachment C: Exceptions to State’s Term and Conditions**

**The remainder of this page is left intentionally blank.**

ATTACHMENT C: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. (*Add additional pages if necessary.*)

| **Clause and Page Number** | **Suggested Change to Clause** | **Explanation or Justification** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

Signature:

Printed Name:

Title:

Date:

**Attachment D: Cost Detail**

**The remainder of this page is left intentionally blank.**

ATTACHMENT D: COST DETAIL

Contractor reimbursement is controlled by the Social Security Administration (“SSA”) budget for the current fiscal year. Other conditions are stated in the contract due to federal funding. The rate of payment is non-negotiable. All rates are defined by licensing requirements in *Section 1. SSA Regulatory Requirements (Pass/Fail)*. The following schedule is for Federal Fiscal Year 2023 (July 1, 2022 – June 30, 2023):

Chief State Agency Medical/Psychological consultant: $84.50/hr

Licensed physicians (medical or osteopathic doctors): $79.50/hr

Licensed or certified psychologists: $74.50/hr

Licensed speech-language pathologists: $71.50/hr

There are NO travel costs associated with this contract.

*See Attachment A – Application. Section 3 to mark your agreeance with the rate of pay.*

**Attachment E: Responder Forms**

**The remainder of this page is left intentionally blank.**

**STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION**

**Information required for ALL bids or proposals that could exceed $100,000**

**Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of $100,000 under Minn. Stat. §363A.36.**

BOX A – COMPANIES **that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:**

**☐**

**☐**

Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).

Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on

(date).

* Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of $100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES **that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:**

* We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed.

Send to [compliance.MDHR@state.mn.us.](mailto:compliance.MDHR@state.mn.us)

**Signature**

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company Authorized Signature

Date Printed Name

Phone Number Title

**For assistance with this form, contact:**

Minnesota Department of Human Rights

Web: <http://mn.gov/mdhr/> Toll Free: 1-800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us) MN Relay: 711/ 1-800-627-3529 Rev.7/21

**STATE OF MINNESOTA**

**EQUAL PAY CERTIFICATE**

If your response could be in excess of $500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution**. **You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

* Attached is our current MDHR Equal Pay Certificate.
* Attached is MDHR’s confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

* We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature Printed Name Title

Organization MN/FED Tax ID# Date

Issuing Entity Project # or Lease Address