

REQUEST FOR QUALIFICATIONS

Minnesota Board of Dentistry

Project Overview

The Minnesota Board of Dentistry (“Board” or “State”) requests applications from potential sedation and anesthesia inspectors to establish a list of qualified and calibrated *inspectors of dental practices that provide conscious/moderate sedation or deep sedation/general anesthesia services*. Individuals, groups, and multiple parties are eligible to be included in the Board-approved list of inspectors.

Goal

Pursuant to MR 3100.3600, the goal of this process is to ensure that the practice of conscious/moderate sedation and deep sedation/general anesthesia by dentists is performed by competent individuals through a system of qualifying inspections.

Sample Tasks

Inspectors will be required to participate in an initial review of the protocol for evaluation of dental offices and clinics and additional sessions as needed to address changes in the review process to obtain/maintain calibration. Inspectors will evaluate licensees’ various equipment required for conscious/moderate sedation or deep sedation/general anesthesia; certificates; office facilities; emergency cart; records documentation; scheduling of patients; and assessing the support staff’s knowledge of maintaining the safety and health of patients receiving conscious/moderate sedation or deep sedation/general anesthesia, recovering from conscious/moderate sedation or deep sedation/general anesthesia, and responding to emergency situations.

The inspector/contractor coordinating work will work closely with Minnesota Board of Dentistry personnel. The contractor will complete reports of inspection data to be submitted to the Board of Dentistry through the Board’s Sedation Committee, and may prepare other documents as necessary.

The contractor will coordinate a schedule of inspections with the Board.

The licensee will be advised by the inspector immediately of any concerns raised during the inspection in an attempt to advise and improve practice standards. Results of an inspection must be submitted to the Board by the inspector in a timely manner. A timely manner is considered to be an immediate notification if an imminent danger/threat is seen or perceived, or in the case of no imminent danger, inspection results are to be filed within two (2) weeks of the inspection on a form to be provided by the Board.

Within two (2) weeks following an inspection, inspectors will submit to the Board a completed standard inspection form. The template of this form will be prepared by the Board and provided to the contractor.

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later. The contract will be completed by June 30, 2009. The contract may be eligible for annual renewal for up to four additional one year periods at the Board’s discretion.

Respondents are encouraged to propose additional tasks or activities if they will substantially improve the results of the project. These items should be separated from the required items on the proposal.

This request for qualifications 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.

Prospective respondents who have any questions regarding this request for qualifications must submit them to Marshall Shragg via e-mail only at: marshall.shragg@state.mn.us. The e-mail subject line must state “*Inspector RFQ.*”

Questions/inquiries must be received by 3:00 pm, December 17, 2008.

Responses to those submitted questions/inquiries will be posted on the Minnesota Board of Dentistry website—www.dentalboard.state.mn.us— from December 17, 2008 through December 31, 2008.

Criteria & Protocol for Sedation and Anesthesia Inspectors

Inspectors may be individuals or groups. Each inspector individually or within a group must meet and maintain all elements of the minimum criteria below:

- A. Dental inspectors must have a current Minnesota dental license and a conscious/moderate sedation or deep sedation/general anesthesia certification.
- B. Nurse anesthetists and anesthesiologists must have a current Minnesota license in their respective profession.
- C. Applicants must have at least five years of clinical experience in enteral and parenteral conscious/moderate sedation or deep sedation/general anesthesia.
- D. Applicants with disciplinary actions taken by their Boards or felony or gross misdemeanor convictions will not be eligible to serve as inspectors.
- E. Inspectors will be required to be available at least four (4) times per year for conducting inspections.
- F. Inspectors will be required to participate in periodic Board training/calibration to remain eligible to conduct sedation inspections.
- G. Inspectors will maintain the highest ethical standards and maintain confidentiality related to their work on behalf of the Board.

Any changes in license status or with disciplinary or criminal records must be reported immediately to the Board of Dentistry.

Response Content

The following will be considered minimum contents of the response:

1. Completed and signed application.
2. A statement of the objectives, goals, and tasks to show or demonstrate the responder's view and understanding of the nature of the contract.
3. A statement of the qualifications and experience for the individual(s) to be involved in the inspection process: clinically, academically, as examiners, or otherwise.
4. Conflicts of Interest identified.
5. Affidavit of Noncollusion.
6. Location of Service Disclosure Form.

Applications/responses must be sent to:

Minnesota Board of Dentistry
University Park Plaza
2829 University Avenue SE, Suite 450
Minneapolis, MN 55414
Attn: Inspector RFQ

Complete applications must be received not later than 3:00 pm, January 14, 2008, as indicated by a date stamp made by the Receptionist, 2829 University Avenue SE, Suite 450, Minneapolis, MN. Late proposals will not be considered.

All costs incurred in responding to this RFQ will be borne by the respondent.

Submit one original of the proposal, including notarized copies of certifications from accredited programs where training in conscious/moderate sedation or deep sedation/general anesthesia was obtained by the applicant.

Applications are to be sealed in mailing envelopes or packages with the respondent's name and address written on the outside. Fax and e-mail responses will not be considered.

Each copy of the proposal must be signed in ink by the individual applicant, or, if a group, by an authorized member of the firm.

Proposals will be evaluated on a pass/fail qualification review based on selection criteria as specified below.

Proposal Evaluation

All responses received by the deadline will be evaluated by representatives of the Board of Dentistry. In some instances, an interview may be part of the evaluation process. A checklist will be used to create the final evaluation recommendation. The factors on which proposals will be judged are:

- | | |
|--|------------|
| 1. Expressed understanding of project objectives | P/F |
| 2. Application criteria met | P/F |
| 3. Required forms completed and submitted with application | P/F |
| 4. Qualifications/experience of personnel working on the project | P/F |
| 5. Additional documentation/submissions | Considered |

The Board anticipates that the evaluation and selection will be completed by January 21, 2009.

AWARDS: Those applicants meeting or exceeding all minimum qualifications will be approved for inclusion on the list of Board-approved inspectors, pending signing and completion of contracts. The Board reserves the right to remove any name from the approved list at any time for any reason. Respondents acknowledge through their application that they are not permitted to advertise or promote themselves or their practices as “Board approved” or any other similar designation related to the inspection process.

Attachments

The following attachments are included as part of this Request for Proposals:

- ◆ General Requirements
- ◆ Minnesota Rule 3100.3600
- ◆ Affidavit of Noncollusion
- ◆ Location of Service Disclosure
- ◆ Professional/Technical Contracts General Insurance Requirements
- ◆ Sample/Draft Contract
- ◆ Minnesota Board of Dentistry Sedation Inspector Application

General Requirements

Affidavit of Noncollusion

Each respondent must complete the attached Affidavit of Noncollusion and include it with the response.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for qualifications. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

Proposal Contents

By submission of a proposal, Respondent warrants that 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 disciplinary proceedings and other remedies available by law.

Disposition of Responses

All materials submitted in response to this RFQ will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor(s). If the Responder submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFQ, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

Sample Contract

You should be aware of the State's standard contract terms and conditions in preparing your response. A sample State of Minnesota Professional/Technical Services Contract is attached for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions, or language in the contract, you must indicate those exceptions in your response to the Request for Qualifications; certain exceptions may result in your application being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFQ will be available for discussion or negotiation.

Reimbursements

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the contractor as a result of the contract will not be provided by the State to the contractor. Any fees to be paid to the contractor are the responsibility of the licensee, and the Board of Dentistry will not be party to pursuing the collection of those fees.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts 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, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") and to the Board 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 organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD and the Board, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Liability

The Inspector/Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Inspector/Contractor or the Inspector/Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Inspector/Contractor may have for the State's failure to fulfill its obligations under the contract.

Insurance Requirements

Contractor is required to maintain and furnish satisfactory evidence of insurance coverage required by the State. Standard insurance requirements for State contracts are attached.

3100.3600 ADMINISTRATION OF GENERAL ANESTHESIA, CONSCIOUS SEDATION, AND NITROUS OXIDE INHALATION ANALGESIA.

Subpart 1. **Prohibitions.** Dental hygienists or registered dental assistants may not administer general anesthesia or conscious sedation.

Subp. 2. **General anesthesia; educational training requirements.** A dentist may administer general anesthesia only pursuant to items A to C.

A. A dentist must complete an ACLS and maintain current ACLS certification thereafter and complete:

(1) a didactic and clinical program at a dental school, hospital, or graduate medical or dental program accredited by the Commission on Accreditation, resulting in the dentist becoming clinically competent in the administration of general anesthesia. The program must be equivalent to a program for advanced specialty education in oral and maxillofacial surgery; or

(2) a one-year residency in general anesthesia at an institution certified by the American Society of Anesthesiology, the American Medical Association, or the Joint Commission on Hospital Accreditation, resulting in the dentist becoming clinically competent in the administration of general anesthesia. The residency must include a minimum of 390 hours of didactic study, 1,040 hours of clinical anesthesiology, and 260 cases of administration of general anesthesia to an ambulatory outpatient.

B. A dentist shall be prepared and competent to diagnose, resolve, and reasonably prevent any untoward reaction or medical emergency that may develop any time after the administration of general anesthesia. A dentist shall apply the current standard of care to continuously monitor and evaluate a patient's blood pressure, pulse, respiratory function, and cardiac activity. The current standard of care to assess respiratory function shall require the monitoring of tissue oxygenation or the use of a superior method of monitoring respiratory function.

C. A dentist shall administer general anesthesia only by application of the appropriate systems and drugs for the delivery of general anesthesia. Prior to discharge, the dentist or the person administering the general anesthesia shall assess the patient to ensure the patient is no longer at risk for cardiorespiratory depression. The patient must be discharged into the care of a responsible adult.

Subp. 3. **Conscious sedation; educational training requirements.** A dentist may administer conscious sedation only pursuant to items A to C.

A. A dentist must complete:

(1) a course of education resulting in the dentist becoming clinically competent for administration of conscious sedation, to include a minimum of 60 hours of

didactic education in both enteral and parenteral administration, personally administering and managing at least ten individual supervised cases of parenteral conscious sedation, and having the instructor submit to the board documentation of successful completion of the course; and

(2) an ACLS and maintain current ACLS certification thereafter.

B. A dentist shall be prepared and competent to diagnose, resolve, and reasonably prevent any untoward reaction or medical emergencies that may develop any time after rendering a patient in the state of conscious sedation. The dentist shall apply the current standard of care to continuously monitor and evaluate a patient's blood pressure, pulse, respiratory function, and cardiac activity. The current standard of care to assess respiratory function shall require the monitoring of tissue oxygenation or the use of a superior method of monitoring respiratory function.

C. A dentist shall administer conscious sedation by application of the appropriate systems and drugs for the delivery of conscious sedation. Prior to discharge, the dentist or the person administering the conscious sedation shall assess the patient to ensure the patient is no longer at risk for cardiorespiratory depression. The patient must be discharged into the care of a responsible adult.

Subp. 4. Nitrous oxide inhalation analgesia; educational training requirements. A dentist may administer nitrous oxide inhalation analgesia only pursuant to items A to D and subpart 5, items A and C. A dental hygienist may administer nitrous oxide inhalation analgesia only pursuant to items C to F and subpart 5, item D. A registered dental assistant may administer nitrous oxide inhalation analgesia only after a maximum dosage has been prescribed by a dentist for a specific patient, and it is administered pursuant to items C to F and subpart 5, item D.

A. Prior to January 1, 1993, a licensed dentist who is currently administering nitrous oxide inhalation analgesia may register that fact with the board pursuant to subpart 5, item A. Such registered dentists may continue to administer nitrous oxide inhalation analgesia and need not comply with item B.

B. A dentist who has not previously registered with the board pursuant to subpart 5, item A, may administer nitrous oxide inhalation analgesia only after satisfactorily completing a dental school or postdental graduate education course on the administration of nitrous oxide inhalation analgesia from an institution accredited by the Commission on Accreditation, and submission by the instructor to the board documentation of successful completion of the course. The course must include a minimum of 12 hours of didactic instruction, personally administering and managing at least three individual supervised cases of analgesia, and supervised clinical experience using fail-safe anesthesia equipment capable of positive pressure respiration.

C. A dentist, dental hygienist, or registered dental assistant must complete CPR and maintain current CPR certification thereafter.

D. A dentist, dental hygienist, or registered dental assistant must only use fail-safe anesthesia equipment capable of positive pressure respiration.

E. A dental hygienist or registered dental assistant may administer nitrous oxide inhalation analgesia only after satisfactorily completing a course on the administration of nitrous oxide inhalation analgesia from an institution accredited by the commission on accreditation, and submission by the instructor to the board documentation of successful completion of the course. The course must include a minimum of 12 hours of didactic instruction, personally administering and managing at least three individual supervised cases of analgesia, and supervised clinical experience using fail-safe anesthesia equipment capable of positive pressure respiration.

F. A dental hygienist or registered dental assistant may administer nitrous oxide inhalation analgesia under the appropriate level of supervision by a dentist who is current with the requirements to administer nitrous oxide inhalation analgesia pursuant to items A to D and subpart 5, items A to C.

Subp. 5. Notice to board.

A. A dentist who is administering general anesthesia or conscious sedation or who is administering nitrous oxide inhalation analgesia shall inform the board of that fact on forms provided by it.

B. A dentist may administer general anesthesia or conscious sedation only if the dentist has submitted the following information to the board on forms provided by it: the name, address, and telephone number of the institution at which the dentist took the program or residency that complies with subparts 2, item A, subitem (1) or (2); and 3, item A, subitem (1), a certified copy of the dentist's transcript or other official record from the institution verifying that the dentist satisfactorily completed the program, residency, or course; and the name, address, and telephone number of the institution or other agency at which the dentist successfully completed the ACLS required by subparts 2, item A, subitem (3); and 3, item A, subitem (2). After this initial submission, dentists shall submit on their license renewal application or other form provided by the board a statement of the most recent course completed in ACLS.

C. A dentist not previously registered with the board pursuant to item A may administer nitrous oxide inhalation analgesia only after the dentist has submitted the following information to the board on forms provided by it: the name, address, and telephone number of the institution at which the dentist took the course that complies with subpart 4, item B; a certified copy of the dentist's transcript or other official record from the institution verifying that the dentist has successfully completed CPR as required

by subpart 4, item C. After this initial submission, a dentist shall submit on the license renewal application or other form provided by the board a statement of the most recent course completed in CPR.

D. A dental hygienist or registered dental assistant who graduated from an institution in Minnesota accredited by the commission on accreditation or received licensure by credentials prior to September 2, 2004, may administer nitrous oxide inhalation analgesia only after the dental hygienist or registered dental assistant has submitted the following information to the board on forms provided by it: the name, address, and telephone number of the institution at which the dental hygienist or registered dental assistant successfully completed the course required by subpart 4, item E; and a certified copy of the dental hygienist's or registered dental assistant's transcript or other official record from the institution verifying that the dental hygienist or registered dental assistant has successfully completed CPR as required by subpart 4, item C. After this initial submission, the dental hygienist or registered dental assistant shall submit on the license renewal application or other form provided by the board a statement of the most recent course completed in CPR.

Subp. 6. **Analgesia.** A dentist may administer analgesia provided the dentist has a current license to practice dentistry in Minnesota.

Subp. 7. **Anxiolysis.** A dentist may administer anxiolysis provided the dentist has a current license to practice dentistry in Minnesota.

Subp. 8. **Reporting of incidents required.** A dentist, dental hygienist, or registered dental assistant must report to the board any incident that arises from the administration of nitrous oxide inhalation analgesia, general anesthesia, conscious sedation, local anesthesia, analgesia, or anxiolysis that results in:

A. a serious or unusual outcome that produces a temporary or permanent physiological injury, harm, or other detrimental effect to one or more of a patient's body systems; or

B. anxiolysis unintentionally becoming conscious sedation or general anesthesia when the licensee does not have a certificate for administering general anesthesia or conscious sedation as described in subpart 9.

The report must be submitted to the board on forms provided by it within ten business days of the incident by the dentist, dental hygienist, or registered dental assistant, even when another licensed health care professional who, under contract or employment with the dentist, was the actual person administering the analgesia or pharmacological or nonpharmacological method. A licensee or registrant who fails to comply with reporting of incidents is subject to disciplinary proceedings on grounds specified in parts 3100.6100 and 3100.6200 and Minnesota Statutes, section 150A.08, subdivision 1.

Subp. 9. **General anesthesia/conscious sedation certificate.**

A. The board may contract with advisory consultants as necessary for advice and recommendations to the board on requirements for general anesthesia/conscious sedation certification and approval of an applicant and facility.

B. To administer general anesthesia or conscious sedation, a dentist must obtain a certificate from the board for the requested procedure. Failure by a dentist to obtain an appropriate certificate subjects the dentist to disciplinary proceedings on grounds specified in parts 3100.6100 and 3100.6200 and Minnesota Statutes, section 150A.08, subdivision 1. Certificate issuance is governed by subitems (1) to (9).

(1) A board-approved application form to obtain an initial general anesthesia or conscious sedation certificate must be filled out completely and submitted to the board along with the appropriate nonrefundable fee described in Minnesota Statutes, section 150A.091, subdivision 11. An application form must include, but not be limited to, information on office facilities, support staff training, emergency protocols, monitoring equipment, and record-keeping procedures.

(2) A dentist is not required to possess an additional certificate for conscious sedation if the dentist possesses a valid certificate for general anesthesia.

(3) A dentist holding a current general anesthesia or conscious sedation certificate on the effective date of this part is considered by the board to be in compliance with this subpart until the expiration and required renewal of the certificate as described in subitem (5).

(4) Upon receipt of an application for an initial general anesthesia or conscious sedation certificate, the board shall require that the dentist undergo an on-site inspection as described in subpart 11 or further review of the dentist's anesthesia/sedation credentials. The board may direct an anesthesia consultant or qualified anesthetic practitioner who has been approved by the board and provided with board-established guidelines to assist in the inspection or review.

(5) For renewal of a general anesthesia or conscious sedation certificate, a board-approved application form must be obtained from the board and completed by the dentist whenever the dentist is subject to license renewal as described in part 3100.1700, subpart 2. An application form must include, but not be limited to, information on office facilities, support staff training, emergency protocols, monitoring equipment, and record-keeping procedures. A dentist's certificate to administer general anesthesia or conscious sedation expires if the completed application and the appropriate nonrefundable fee as described in Minnesota Statutes, section 150A.091, subdivision 11, are not received by the board by the application deadline.

(6) Upon receipt of an application for renewal of a general anesthesia or conscious sedation certificate, the board may require that the dentist undergo an on-site inspection as described in subpart 11 or further review of the dentist's anesthesia/sedation credentials. The board may direct an anesthesia consultant or qualified anesthetic practitioner who has been approved by the board and provided with board-established guidelines to assist in the inspection or review.

(7) Upon granting an application, receiving payment of the required fee, and, if required, receiving notice of having successfully passed an on-site inspection and evaluation, the board shall issue a general anesthesia or conscious sedation certificate to the dentist.

(8) Each dentist shall submit with a request for issuance of a duplicate of the general anesthesia or conscious sedation certificate the appropriate nonrefundable fee as described in Minnesota Statutes, section 150A.091, subdivision 12.

(9) A certificate issued by the board must be conspicuously displayed in plain sight of patients in every office in which the dentist administers general anesthesia or conscious sedation.

Subp. 10. Practice and equipment requirements.

A. Dentists who administer general anesthesia or conscious sedation or who provide dental services to patients under general anesthesia or conscious sedation must ensure that the practice requirements in subitems (1) to (3) are followed.

(1) A dentist who employs or contracts another licensed health care professional, such as a dentist, nurse anesthetist, or physician anesthesiologist, with the qualified training and legal qualification to administer general anesthesia or conscious sedation must notify the board that these services are being provided in the office facility. The dentist is also responsible for maintaining the appropriate facilities, equipment, emergency supplies, and a record of all general anesthesia or conscious sedation procedures performed in the facility.

(2) An individual qualified to administer general anesthesia or conscious sedation, who is in charge of the administration of the anesthesia or sedation, must remain in the operatory room to continuously monitor the patient once general anesthesia or conscious sedation is achieved and until all dental services are completed on the patient. Thereafter, an individual qualified to administer anesthesia or sedation must ensure that the patient is appropriately monitored and discharged as described in subparts 2, items B and C, and 3, items B and C.

(3) A dentist administering general anesthesia or conscious sedation to a patient must have in attendance personnel who are currently certified in CPR.

B. Dentists who administer general anesthesia or conscious sedation or who provide dental services to patients under general anesthesia or conscious sedation must ensure that the offices in which it is conducted have the following equipment:

- (1) an automated external defibrillator or full function defibrillator that is immediately accessible;
- (2) a positive pressure oxygen delivery system and a backup system;
- (3) a functional suctioning device and a backup suction device;
- (4) auxiliary lighting;
- (5) a gas storage facility;
- (6) a recovery area;
- (7) a method to monitor respiratory function; and
- (8) a board-approved emergency cart or kit that must be available and readily accessible and includes the necessary and appropriate drugs and equipment to resuscitate a nonbreathing and unconscious patient and provide continuous support while the patient is transported to a medical facility. There must be documentation that all emergency equipment and drugs are checked and maintained on a prudent and regularly scheduled basis.

Subp. 11. **On-site inspection; requirements and procedures.** All offices in which general anesthesia or conscious sedation is conducted under the terms of this part must be in compliance with the requirements in items A to C. Besides these requirements, each office must be in compliance with the practice and equipment requirements described in subpart 10. The dentist is responsible for all costs associated with an on-site inspection.

A. Requirements for on-site inspections are as described in subitems (1) to (3).

(1) Each dentist who applies for an initial general anesthesia or conscious sedation certificate must have an on-site inspection conducted at one primary office facility within 12 months following receipt of a certificate from the board. Thereafter, each dentist must have an on-site inspection conducted at one primary office facility at least once every five years.

(2) Each dentist who holds an existing certificate must have an on-site inspection conducted at one primary office facility or provide proof to the board of having an inspection conducted within two years of March 19, 2007. Thereafter, each dentist must have an on-site inspection conducted at one primary office facility at least once every five years.

(3) A dentist must have an on-site inspection conducted at one primary office facility if the board receives a complaint alleging violation of this part and the board finds the complaint warrants further investigation according to disciplinary action.

B. If a dentist fails to meet the on-site inspection requirements because of extenuating circumstances, the dentist may apply for an extension of time to complete the requirements by making a written request to the board. The written request must include a complete explanation of the circumstances and the dentist's plan for completing the on-site inspection requirement. If an extension is granted after review, the board shall establish the length of the extension to obtain the on-site inspection requirements.

C. On-site inspection procedures are as described in subitems (1) to (3).

(1) The dentist must be notified in writing by the board if an on-site inspection is required and provided with the name of an anesthesia consultant or qualified anesthetic practitioner who is qualified to coordinate the inspection. The dentist may have an on-site inspection performed by another individual or organization or agency that has been approved by the board. The dentist must make arrangements for the scheduling or completion of the inspection within 30 calendar days of the date the notice is mailed.

(2) Within 30 calendar days following an on-site inspection, the dentist must direct the individual or organization or agency conducting the inspection to provide the board with the written results of the inspection.

(3) A dentist who fails an on-site inspection shall have the general anesthesia or conscious sedation certificate suspended or be subject to disciplinary proceedings.

Statutory Authority: *MS s 150A.04; 150A.06; 150A.08; 150A.10*

History: *16 SR 2314; 20 SR 1196; 27 SR 1836; 29 SR 306; 31 SR 1238*

Posted: *July 13, 2007*

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the **Minnesota Board of Dentistry** Request for Qualifications has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Qualifications, designed to limit fair and open competition;
3. That the contents of the proposal 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 such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

Notary Public
My commission expires: _____



Notary Signature

**STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

LOCATION OF SERVICE DISCLOSURE

Check all that apply:

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.

- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.

- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.

- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Telephone Number: _____

E-mail Address: _____

PROFESSIONAL/TECHNICAL CONTRACTS GENERAL INSURANCE REQUIREMENTS

Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverage shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverage should be included:
Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above; and
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

This contract is between the State of Minnesota, acting through its MINNESOTA BOARD OF DENTISTRY ("State") and _____ ("Inspector/Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of individuals and/or business entities to function as inspectors of those licensees who wish to hold certification as providers of sedation or anesthesia services, of those who wish to contract with other health professionals properly credentialed to provide sedation or anesthesia services, and of the facilities where sedation or anesthesia services will be provided, to observe whether the applicant licensees have established experience, equipment, and protocols in place.
3. The Inspector/Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

- 1.1 **Effective date:** February 1, 2009, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Inspector/Contractor must not begin work under this contract until this contract is fully executed and the Inspector/Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** June 30, 2009, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be eligible for annual renewal for up to four additional one year periods at the Board's discretion.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Contractor's Duties

The Inspector/Contractor, who is not a state employee, will:

- o participate in an initial review of the protocol for evaluation of dental offices and clinics and additional sessions as needed to address changes in the review process to obtain/maintain calibration;
- o evaluate licensees' various equipment required for conscious/moderate sedation or deep sedation/general anesthesia; certificates; office facilities; emergency cart; records documentation; scheduling of patients; and assessing the support staff's knowledge of maintaining the safety and health of patients receiving conscious/moderate sedation or deep sedation/general anesthesia, recovering from conscious/moderate sedation or deep sedation/general anesthesia, and responding to emergency situations;
- o work closely with Minnesota Board of Dentistry personnel. The Inspector/Contractor will complete reports of inspection data to be submitted to the Board of Dentistry through the Board's Sedation Committee, and may prepare other documents as necessary;
- o coordinate a schedule of inspections with the Board; and
- o advise the licensee immediately of any concerns raised during the inspection in an attempt to advise and improve practice standards. Results of an inspection must be submitted to the Board by the inspector in a timely manner. A timely manner is considered to be an immediate notification if an imminent danger/threat is seen or perceived, or in the case of no imminent danger, inspection results are to be filed within two (2) weeks of the inspection on a form to be provided by the Board.

3 Time

The Inspector/Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4 Consideration and Payment

The Inspector/Contractor agrees not to charge more than Two Hundred Fifty (\$250.00) Dollars plus travel costs per inspection. The Inspector/Contractor understands that the Board/State is not responsible for any fee or expense. Each licensee inspected must pay the agreed upon inspection fee plus necessary travel costs.

5 Conditions

All services provided by the Inspector/Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 Authorized Representatives

The State's Authorized Representative is Marshall Shragg, Minnesota Board of Dentistry Executive Director, 2829 University Ave SE, Suite 450, Minneapolis, MN, 55414, 612-617-2257, or his successor, and has the responsibility to monitor the Inspector/Contractor's performance and the authority to accept the services provided under this contract.

The Inspector/Contractor's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. If the Inspector/Contractor's Authorized Representative for a business entity changes at any time during this contract, the Inspector/Contractor must immediately notify the State; if the Inspector/Contractor's participation as an independent individual inspector changes at any time during this contract, the Inspector/Contractor must similarly immediately notify the State.

7 Assignment, Amendments, Waiver, and Contract Complete

- 7.1 **Assignment.** The Inspector/Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Inspector/Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Liability

The Inspector/Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Inspector/Contractor or the Inspector/Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Inspector/Contractor may have for the State's failure to fulfill its obligations under this contract.

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Inspector/Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Inspector/Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Inspector/Contractor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Inspector/Contractor or the State.

If the Inspector/Contractor receives a request to release the data referred to in this Clause, the Inspector/Contractor must immediately notify the State. The State will give the Inspector/Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. Intellectual Property Rights.

(A) **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Inspector/Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Inspector/Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Inspector/Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Inspector/Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Inspector/Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) Obligations

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Inspector/Contractor, including its employees and subcontractors, in the performance of this contract, the Inspector/Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

- b. *Representation.* The Inspector/Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Inspector/Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Inspector/Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Inspector/Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Inspector/Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Inspector/Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Inspector/Contractor's or the State's opinion is likely to arise, the Inspector/Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverage shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverage should be included:
Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event
\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of

the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. **Additional Insurance Conditions:**

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above; and
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

12 **Workers' Compensation and Other Insurance**

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Inspector/Contractor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document. Inspector/Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Inspector/Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Inspector/Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

13 **Publicity and Endorsement**

13.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Inspector/Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

13.2 **Endorsement.** The Inspector/Contractor must not claim that the State endorses its products or services.

14 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, the Inspector/Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Inspector/Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16 **Termination**

16.1 **Termination by the State.** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Inspector/Contractor. Upon termination, the Inspector/Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Insufficient Funding.** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Inspector/Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Inspector/Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Inspector/Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Minn. Stat. § 181.59

The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Inspector/Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Inspector/Contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Inspector/Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

18 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this contract by reference.

19 Employee Status

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Inspector/Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Inspector/Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Inspector/Contractor and made available to the state upon request. If Inspector/Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the Inspector/Contractor from state purchasing.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. Inspector/Contractor

The Inspector/Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Inspector/Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

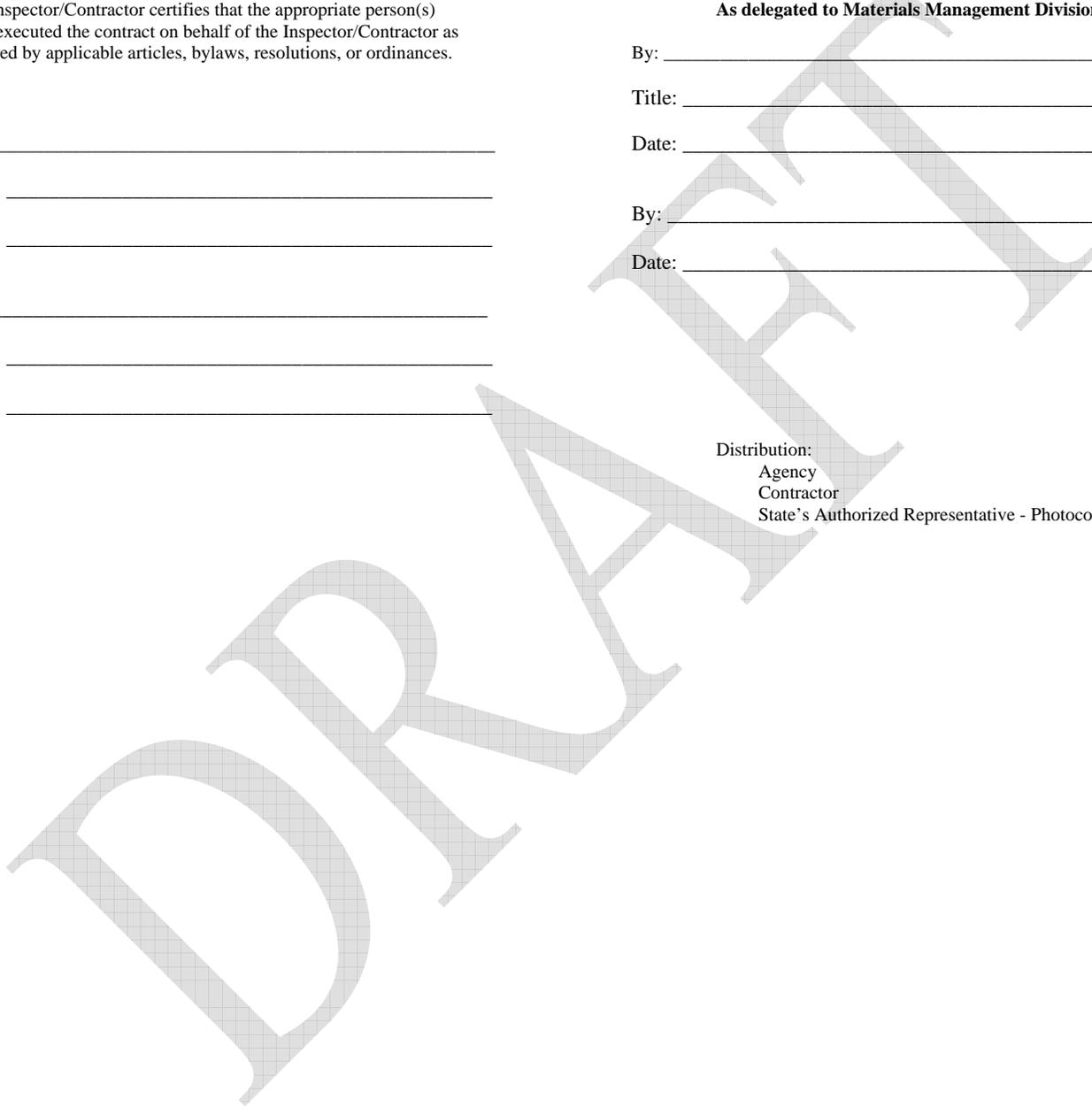
Title: _____

Date: _____

By: _____

Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photocopy





MINNESOTA BOARD OF DENTISTRY

University Park Plaza, 2829 University Avenue SE, Suite 450
 Minneapolis, MN 55414-3249 www.dentalboard.state.mn.us
 Phone 612.617.2250 Toll Free 888.240.4762 Fax 612.617.2260
 MN Relay Service for Hearing Impaired 800.627.3529

Applicants with disciplinary actions taken by their respective Boards, or any felony or gross misdemeanor convictions are NOT eligible to apply.

SEDATION INSPECTOR APPLICATION

Last Name		First Name		Middle Name	
Street Address		City		State	Zip
Home Phone (include area code)		Work Phone (include area code)		E-mail address (required)	
License/Registration Number			Effective Dates: (00/00/0000)		
			Beginning _____ thru Expires _____		

Pursuant to Minnesota Rule 3100.3600 (attached), the goal of this process is to ensure that the practice of conscious/moderate sedation and deep sedation/general anesthesia by dentists is performed by competent individuals through a system of qualifying inspections.

SECTION 1 Licenses / Certifications

Check appropriate box reflecting applicant's credentials and attach notarized copy of current certification

- Nurse Anesthetist
 Anesthesiologist
 DDS: Moderate/Conscious Sedation Deep/General Sedation

SECTION 2 Work Experience

Please complete the information requested below relating to Work Experience

	(1)	(2)	(3)
Name of Practice	_____	_____	_____
Address	_____	_____	_____
Dates (from-to)	_____	_____	_____
Duties	_____	_____	_____
# of Hours Worked	_____	_____	_____
# of Sedation Cases (yearly basis)	_____	_____	_____

**SECTION 3
Disclosure Questions**

YES NO

Have you ever been denied a license to practice dentistry in another state or other country?
(If so, attach a statement indicating the location, date and reason for such denial.)

Have you ever been suspended from practice, reprimanded, censured or otherwise disciplined or disqualified as a dentist or other professional? *(If so, attach a statement indicating reason for action, dates, disposition and address of licensing authority in possession of record.)*

Do you have any criminal charges pending against you? *(If so, attach a statement giving full details including reason, dates, name and location of court, and case number.)*

Have you ever been convicted of a felony, gross misdemeanor or misdemeanor? *(If so, attach a statement giving full details including reason, dates, name and location of court, and case number.)*

Are there any unsatisfied judgments against you that resulted from the practice of dentistry?
(If so, attach a statement giving details including nature of judgment, location where judgment was entered, dates and reasons)

Based on your assessment or that of another professional, has your use of alcohol or drugs, or the existence of a physiological or psychological medical condition, in any way ever impaired or limited your ability to practice dentistry with reasonable skill and safety?

If yes, please 1) explain the use or medical condition, and 2) explain whether the impairment(s) or limitation(s) caused by your use of alcohol or drugs or by the existence of your physiological or psychological medical condition are reduced or ameliorated because you receive ongoing treatment or because of the manner in which you have chosen to practice . *(Please provide these explanations on a separate attachment to your application.)*

Are you a member of a dental association or society? (If so, give names and locations).

It is the applicant's responsibility to report immediately to the Board of Dentistry any changes in license status or with disciplinary or criminal records.

Please read the following Tennessee Warning regarding your rights about the information you provide in this application.

TENNESSEN WARNING

The Minnesota Board of Dentistry is seeking data from you which may be considered private or confidential under the Minnesota Government Data Practices Act. Minnesota Statutes section 13.04(2) requires the Board to notify you of the following four matters before you are asked to supply any private or confidential information about yourself.

1. *These data are being collected as part of the Board's enforcement of the Dental Practice Act. The data will be used to determine whether you are to be considered eligible to serve as an inspector on behalf of the Board..*
2. *You must provide all data requested by this application before the Board will consider this application complete.*
3. *If you supply the data requested and they show a violation of any of the statutes or rules enforced by the Board, the violator may be subject to disciplinary or other action.*
4. *You are advised that the information received by the Board as a result of this request for information may, in some circumstances, be disclosed to certain other persons or entities including the Board's attorney, investigators and persons whom they may contact, or the Minnesota Office of Administrative Hearings and any reviewing court. The information you supply could become public.*

**SECTION 4
Conflicts of Interest**

Please complete the information requested below relating to Conflict of Interest. Provide a list of all entities with which you have or have had relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for qualifications.

Name of Entity _____

Relationship _____

Discussion of Conflict _____

Name of Entity _____

Relationship _____

Discussion of Conflict _____

Name of Entity _____

Relationship _____

Discussion of Conflict _____

**SECTION 5
Type of Inspections**

Type of inspections willing to provide:

- All Licensees (General or Specialty Dentists providing Moderate or Deep/General Sedation)
- All General Dentists (providing Moderate or Deep Sedation)
- All General Dentists (providing Moderate Sedation only)
- All Specialty Dentists (providing Moderate or Deep/General Sedation)
- All Specialty Dentists (providing Moderate Sedation only)

**SECTION 6
Areas of Travel**

Indicate all geographic areas willing to travel to for inspections:

- | | |
|------------------------------------|-------------------------------------|
| <input type="checkbox"/> Northwest | <input type="checkbox"/> Southeast |
| <input type="checkbox"/> Northeast | <input type="checkbox"/> East Metro |
| <input type="checkbox"/> Central | <input type="checkbox"/> West Metro |
| <input type="checkbox"/> Southwest | |



