

ATTACHMENT J  
Agency of Employment, Training, and Rehabilitation Bureau of  
Disability Adjudication

The following document is to be used as reference for contract services and should not be considered all-inclusive.

A. General Description of Services

1. Provider - A Provider corporation is a business entity with one or more staff completing services. Providers will provide consult services, consultants will be paid either by actions performed and/or by set hourly rates, and offer general oversight of consultant services provided to, and work performed for, the BDA.
2. General Statement: Disability Claimants alleging inability to engage in substantial gainful activity due to a physical or mental impairment are eligible to file for Social Security (Title II) or Supplemental Security (Title XVI) disability benefits. Disability Claims are filed in the SSA Field Office. If the Claimant meets specified non-medical criteria, the claim is forwarded to the Agency for a medical determination as to whether the Claimant is or is not medically disabled or blind under Social Security law, rules, and regulations. In addition, the Agency processes and makes determinations on claims involving continuing disability issues. The goal is to ensure that disability determinations are made promptly, accurately, and in a cost-effective manner.
3. Authority: Titles II and XVI of the Social Security Act and 20 CFR -404 Subpart Q and 20 CFR 416 Subpart J.

B. Provider Service Provision

1. Consultant Requirements
  - a. Consultant Scope of Work: Medical Assessment Ratings on Disability Claims supplied by the Agency. These services will be delivered timely and accurately throughout the life of the contract. All Disability Claims and related documentation, without regard as to whether such items are used as part of the Medical Assessment Rating, are the property of SSA and/or the Agency.
  - b. Review and evaluate the medical and non-medical evidence and documentation in the Claimant's disability file in accordance with the policies and procedures promulgated by the SSA, Program Operations Manual System (POMS), Part IV Disability Insurance (DI), (incorporated by reference), and the Agency's policies and procedures for the purpose of preparing a Medical Assessment Rating.
  - c. Prepare a computer-generated assessment of impairment severity in the format directed by the SSA/Agency. The assessment must be presented in a logical, coherent manner and be of sufficient completeness as to support the Medical Assessment Rating without further review of the file, consistent with Titles II and XVI of the Social Security Act and 20 CFR 404 Subpart Q and 20 CFR 416 Subpart J.
  - d. Make phone calls to treating sources, sources of record, consultative physicians and psychologists/physicians, and other sources specified in POMS DI operational instruction, as required, to obtain such medical documentation necessary to resolve areas of insufficiency or conflicts in the evidence and render recommendations consistent with POMS DI guidelines.
  - e. Meet and maintain Performance Measures and Quality Standards outlined by the Agency and consistent with Agency's Federal, Regional and State goals for production. Should an individual staff member of Provider fail to meet these Performance Specifications, Provider must take immediate action to remove

the individual staff member. Failure to correct the performance failure of individual staff members or the collective failure of Provider to meet the Performance Measures outlined by the Agency and may result in the termination of the agreement.

- f. Electronically log on and log off the established web-based time keeping mechanism to accurately record dates and times Consultant was available to provide consultant services. The Agency does not have an obligation to correct or amend the electronic time log, in the event Consultant fails to logon or logoff this tool. Further directions will be provided by the Agency in regard to payment procedures.

2. Provider Oversight Requirements:

- a. Consultants must meet the following qualifications for a medical, psychological, or other professional requirements:

1) Medical Consultants must meet the following requirements:

- (i) Be physicians currently licensed to practice medicine in the State of Nevada; and
- (ii) Clear an SSA/Agency conducted criminal background screening, on a national level, by method of fingerprinting.

2) Psychological Consultants must meet the following requirements:

- (i) Be licensed to practice psychology at an independent level by the State of Nevada and possess a doctorate degree in psychology from a program in clinical psychology from an educational institution accredited by an organization recognized by the Council on Post-Secondary Accreditation or listed in the National Register of Health Service Providers in Psychology which the Commissioner of SSA deems appropriate;
- (ii) Possess two years of supervised clinical experience as a psychologist or physician in health service, at least one year of which is a post Master's degree; and
- (iii) Clear an SSA/Agency conducted criminal background screening, on a national level, by method of fingerprinting.

3) Speech-Language Pathologists must meet the following requirements:

- (i) Be currently licensed as a Speech Language Pathologist by the State of Nevada;
- (ii) Possess a Certificate of Clinical Competence, Speech-Language (CCC- SLP) from the American Speech-Language-Hearing Association (ASHA);
- (iii) Have three years of post-master's degree clinical experience in evaluating children with a range of both speech and language disorders; and
- (iv) Clear an SSA/Agency conducted criminal background screening, on a national level, by method of fingerprinting.

4) Audiological Consultant must meet the following requirements:

- (i) Be currently licensed as an Audiologist by the State of Nevada;
- (ii) Possess a Certificate of Clinical Competence, Audiology (CCC-A) from the American Speech-Language-Hearing Association (ASHA);
- (iii) Have three years of postmaster's degree clinical experience in evaluating children and adults with a range of hearing disorders; and
- (iv) Clear an SSA/Agency conducted criminal background screening, on a national level, by method of fingerprinting.

### 3. Deliverables:

- a. Consultants will ensure complete Medical Assessment Ratings on Disability Claims supplied by the Agency as outlined in Consultant Tasks. Services will be delivered timely and accurately throughout the life of the contract. The Consultant understands that all Disability claims and related documentation, without regard as to whether such items are used as part of the Medical Assessment Rating, are the property of SSA and/or the Agency.

### 4. Invoice Requirements

- a. Consultants will request payment on a bi-weekly basis by submitting a properly completed invoice no later than 10 days following the end of the bi-weekly time period for which payment is being requested.
- b. Payments will be authorized only for service units on the invoice found in accordance with the terms and conditions of the contract.
- c. The service units for which payment is requested may not, on a single invoice, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by any agreement of individual staff of the provider.

### C. Special Provisions

- 1. For the duration of this contract, no medical, psychological, or other consultative examinations of Claimants can be purchased from Provider or from any individual contracted with or by Provider for the purpose of evaluating any Claimant's physical or mental impairment without the written approval of the Agency. Additionally, Provider agrees to abide by all Social Security rules and regulations regarding Conflict of Interest (POMS DI 39569.100).
- 2. Access to the SSA system (required to complete services under this contract) is granted exclusively by the Agency at its sole discretion, and is contingent upon federal background screening and Consultant's ability to meet all security requirements.
- 3. Cooperation with the Inspectors General and Nevada Attorney General: Provider acknowledges and understands that it has a duty to and will cooperate with the Inspector General and the Nevada Attorney General's office in any investigation, audit, inspection, review, or hearing pursuant to federal law or regulation and all Nevada Revised Statutes and regulations.