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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of The Department on Disability Services (DDS), Disability Determination Division (DDD) (the “District”) is seeking a prime contractor to conduct medical record reviews and consultative exams for claimants that are either currently receiving Social Security Supplemental Security Income (SSI) or applying for a disability determination to assist the Social Security Administration (SSA) in making a decision as to whether the claimant is eligible for SSI under Title XVI, Applicable Document 2.

B.2 The District contemplates award of a single indefinite delivery indefinite quantity (IDIQ) contract.

B.3 PRICE SCHEDULE

Instruction to complete CLINs 0002, 1002, 2002, 3002 and 4002: The Federal Medicare Fee Schedule table in the Attachment, should be used to establish the District’s fee for each Consultative Examination. The Offeror shall use the Average Historical Price of \$175 per exam (AHP) to calculate the percentage added or discounted from the Federal Medicare Fee Schedule to determine proposed CLINs noted above. The percentage proposed by the Offeror is _____% (PP). The Offeror shall enter the Calculated Average price per exam based on the AHP plus the PP as the Calculated Average per Unit Price for CLINs 0002, 1002, 2002, 3002 and 4002. The Contracting Officer will use the PP proposed by the Offeror to calculate each line item in the Federal Medicare Fee Schedule attachment.

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B.3.3 Option Year Two (2)

Item No.	Description	Unit	Unit Price	Minimum Units	Minimum Total price (Unit Price X Min Units)	Maximum Units	Maximum Total price (Unit Price X Max Units)
2001	Medical Record Reviews	Per Record	\$ _____	1,000	\$ _____	20,000	\$ _____
2002	Consultative Examinations	Per Exam shown in Attachment	Calculated Average \$ _____	1	\$ _____	10,000	\$ _____
Option Year 2 Total Minimum Amount					\$ _____		
Option Year 2 Total Maximum Amount						\$ _____	

B.3.4 Option Year Three (3)

Item No.	Description	Unit	Unit Price	Minimum Units	Minimum Total price (Unit Price X Min Units)	Maximum Units	Maximum Total price (Unit Price X Max Units)
3001	Medical Record Reviews	Per Record	\$ _____	1,000	\$ _____	20,000	\$ _____
3002	Consultative Examinations	Per Exam shown in Attachment	Calculated Average \$ _____	1	\$ _____	10,000	\$ _____
Option Year 3 Total Minimum Amount					\$ _____		
Option Year 3 Total Maximum Amount						\$ _____	

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B.3.5 Option Year Four (4)


Item No.	Description	Unit	Unit Price	Minimum Units	Minimum Total price (Unit Price X Min Units)	Maximum Units	Maximum Total price (Unit Price X Max Units)
4001	Medical Record Reviews	Per Record	\$ _____	1,000	\$ _____	20,000	\$ _____
4002	Consultative Examinations	Per Exam shown in Attachment	Calculated Average \$ _____	1	\$ _____	10,000	\$ _____
Option Year 4 Total Minimum Amount					\$ _____		
Option Year 4 Total Maximum Amount						\$ _____	

Total Minimum Contract Amount including Base and all Option Years \$ _____**Total Maximum Contract Amount including Base and all Option Years \$ _____**

- B.4** The Offeror agrees to accept payment as set forth in this Section B as the sole and complete payment for the services provided under this Contract and shall not charge, nor receive compensation from, claimants or other third party insurers, including but not limited to governmental sources (such as Medicare or Medicaid) for any services rendered.
- B.5** Offeror's price proposal will be evaluated based on a combination of the price schedule in Section B.3 The final negotiated prices will be reported to the Social Security Administration as the rate for services established in the District.
- B.6** This contract is fully funded by the Federal Government. An Offeror responding to this RFP must submit with its proposal, a notarized statement detailing any subcontracting plan required by law for use of local dollars. Even when funding with Federal Government funds, the Offeror must put forth a good faith effort to meet the

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subcontracting requirement for District contracts. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law for use of local dollars. For contracts in excess of \$250,000, at least 35% of the local dollar volume of the contract shall be subcontracted in accordance with Section H.9.1.

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SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

- C.1.1** The Department on Disability Services (DDS), Disability Determination Division (DDD) (District), designated as a field office of the Social Security Administration (SSA), orders approximately three thousand nine hundred (3,900) Consultative Examinations (CE) and reviews more than sixteen thousand (16,000) medical record reviews annually for disability claimants who are residents of the District of Columbia and jurisdictions within the contiguous United States and its Territories, who apply for or are already receiving disability benefits under Title II or Title XVI of the Social Security Act. The District requires the services of a core medical records reviewer and consultative examination provider (Contractor) with the capacity, through subcontracts or business agreements, to assemble a prescribed panel of medical service providers that meet all applicable federal, District, state, and local, medical servicer standards, practices, and licensure requirements. The Claimant population consists of applicants that range in age from birth to 65 years of age.
- C.1.2** The Contractor shall be responsible for reviewing medical records provided by the claimant's primary care physician or other community medical practitioner for claimants that have either physical or mental impairments or both physical and mental impairments. The Contractor shall review medical reports, laboratory data and other diagnostic test results in a claimant's medical file. If there is not sufficient evidence contained in the claimant's medical records to reach a conclusive determination, the medical records reviewer shall, under the direction of the District, refer the claimant to the appropriate consultative examiner.
- C.1.2** The Contractor shall also perform the following:
- C.1.2.1** Provide consultation and assistance to the Disability Claim Examiner, who is a District staff member, in securing medical evidence of record from the claimant's primary care facility or other community medical sources that have knowledge of the claimant's initial diagnosis.
- C.1.2.2** Assist the District in obtaining appropriate medical evidence of records in unusually complex medical claims through physician to physician or clinician to clinician telephone contact as directed by the Disability Claim Examiner.
- C.1.2.3** Review disability determination decisions to assure integrity of decisions based on medical evidence and sign the determinations.
- C.1.2.4** Complete an evaluation report on each claimant case reviewed and attach to the claimant's electronic folder used by SSA.

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C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date	Location
1	Public Law	TITLE II—FEDERAL OLD-AGE, SURVIVORS, AND DISABILITY INSURANCE BENEFITS	Most current (No date shown at link)	http://www.ssa.gov/OP_Home/ssact/title02/0200.htm
2	Public Law	TITLE XVI—SUPPLEMENTAL SECURITY INCOME FOR THE AGED, BLIND, AND DISABLED	Most current (No date shown at link)	http://www.ssa.gov/OP_Home/ssact/title16b/1600.htm
3	Fee Schedule	Centers for Medicare & Medicaid Services Fee Schedules –General Information	Last Modified 05/19/2015 2:50 PM	http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html
4	Public Law	Program Operations Manual System (POMS)		https://secure.ssa.gov/poms.nsf/home!readform
5	Public Law	Consultative Examinations: A Guide for Health Professionals	April 2014 Or most current	http://ssa.gov/disability/professionals/greenbook/index.htm

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 Business Day – Monday through Friday, 8:45 a.m. to 4:45 p.m.

C.3.2 Disability Claim Examiner – District employee that receives the claimant's medical records from the claimants Treating Sources and makes referrals to the Contractor.

C.3.3 Consultative Examination (CE) – medical examination or laboratory procedures ordered by the District's Disability Claim Examiner on behalf of SSA. CE's are purchased if medical evidence from the claimant's Treating Sources is not adequate to make a determination of disability.

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- C.3.4 Contractor** - the entity entering into a binding agreement with the District to provide services pursuant to this Contract and includes that entity's owners, members, officers, directors, partners, employees or agents, unless otherwise stated in this Contract.
- C.3.5 Diagnostic Interview** – A tool used to provide the Contractor with a sample of the applicant's interpersonal behavior and emotional processes that can either support or qualify diagnostic inferences from the history and examination that may aid in prognosis to be determined by the Disability Claim Examiner.
- C.3.6 Disability** – as defined by the Social Security Act
- C.3.7 Disability Claims** – the process of applying for Social Security disability benefits under a social security disability program included under the Social Security Act.
- C.3.8 Disability Claim Examiner** – District employee that initiates the disability determination process for claimants.
- C.3.9 Disability Determination Division (DDD)** – a SSA Field Office located in the District of Columbia. This local Field Office allows individuals to interact with Social Security representatives in a face-to-face setting. Social Security Disability claimants may go to their local Social Security Field Office to apply for Social Security Disability benefits. However, SSA manages the workload of all the Field Offices and ultimately determines which location will service each claimant.
- C.3.10 Electronic Record Express (ERE)** – Web based SSA record transmission system. Access must be authorized by SSA.
- C.3.11 Listing of Impairments** – defined by the Social Security Act
- C.3.12 Social Security Act (The Act)** - enacted August 14, 1935, now codified as 42 U.S.C. ch. 7, as a social welfare legislative act which created the Social Security system in the United States under Theodore Roosevelt's New Deal Legislation.
- C.3.13 Social Security Supplemental Security Income (SSI)** - is a type of disability benefit paid to qualifying individuals whose household income falls below a certain level.
- C.3.14 Treating Sources** – The claimant's primary care physician, hospital, clinic or any medical service provider where the claimant has received services relating to the originating condition relating to the Disability Claim.

C.4 BACKGROUND

- C.4.1** In the District of Columbia, the determination of disability under Social Security Act and regulations specified as Applicable Documents 1 and 2 is a process requiring team participation by a Disability Claim Examiners, and medical records reviewers, both of whom are trained in the disability determination process. Medical records reviewers and consultative examiners provide expertise in defining and assessing the severity of impairment, based in part on the professional medical reports provided by consultative examiners. The CE report is a critical tool that plays a major role in the ability of Disability Claim Examiners to make rational, accurate, fair, and timely disability determinations relative to Disability Claims filed.

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- C.4.2** The 1980 and 1984 amendments to the Social Security Act established accuracy and processing time standards of disability claims as indicators of a state agency's performance. The statute also provides for federal intervention if a state agency fails to meet established claims accuracy threshold levels for two consecutive calendar quarters and for termination of continued state participation in the disability determination program if all efforts to help the state achieve an acceptable level of performance fail. Therefore, maintaining an acceptable level of disability claim processing accuracy is vital to the continuance of the District's participation in the Social Security Disability Determination Program specified in the Act.
- C.4.3** Currently CE services and medical record reviews are conducted under separate contracts with the medical record reviewers having individual contracts. While the CCE contract is seamless and has thrived, the medical records reviewers have continued to lack stability and the most efficient use of funds as it relates to productivity and cohesion. This Contract would provide a vehicle for cohesive service delivery whereby the business process of referring claimants and receiving reports will become more efficient with the Districts ability to order medical records reviews and consultative examinations from a single core service provider.

C.5 REQUIREMENTS

- C.5.1** The Contractor shall perform medical record reviews pursuant to the Program Operations Manual System (POMS) (Applicable Document 4) and consultative examinations using the guidelines specified in the Consultative Examinations: A Guide for Health Professionals (Applicable Document 5) under the premise that Disability Determination emphasizes and evaluates based on function; not diagnosis and treatment.
- C.5.2** The Contractor and shall not perform studies to include, but not limited to, X-rays, labs, chest X-rays, EMG, ECG, pulmonary function studies, scans, unless they have been specifically authorized by the District in advance.
- C.5.3 Medical Record Reviewer Requirements**
- C.5.3.1** The Contractor shall utilize DC Board of Medicine Certified or Board Eligible Physicians, licensed in accordance with the District of Columbia Occupations Act of 1985 and submit documentation of certification and license to conduct medical records reviews.
- C.5.3.2** The Contractor shall identify and enter into business agreements with the appropriate medical professional to review medical records whereby the Contractor retains liability for the services provided.
- C.5.3.3** The Contractor shall provide medical records reviewers to review records at periods during the Business Day at the Office of Disability Adjudication and Review, 1227 25th Street N.W., 3rd Floor, Washington, D.C. 20037. The Contractor shall not remove any claimant medical records from this location.

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- C.5.3.4** The Contractor shall determine the appropriate medical record reviewer, based on the disability the claimant is requesting be considered, to review each claimant medical record ordered by the District's Disability Claim Examiner.
- C.5.3.5** The Contractor shall complete a review of each record in two hours or less.
- C.5.3.6** The Contractor shall submit the detailed review report of the medical record to the assigned District Disability Claim Examiner immediately upon completion of the medical record review and not later than 2 hours after starting the medical record review.
- C.5.3.7** The Contractor's medical record review reports must either conclude that there is a diagnosis that is consistent with a disability or if a consultative exam is warranted to make that decision. The medical record reviewer shall not make a referral for a consultative exam directly, but rather report its findings and recommendation to the Disability Claim Examiner for further action.

C.5.3.8**C.5.4 Consultative Examination Scheduling/Appointments:**

When a consultative exam is deemed necessary by the Disability Claim Examiner after a medical record review or if medical records are not available to conduct a review:

- C.5.4.1** The Contractor shall schedule physical examination appointments to allow adequate time for the Contractor to provide a complete examination according to standard medical practices and adhere to scheduling intervals of at least forty (40) minutes.
- C.5.4.2** The Contractor shall schedule all psychiatric/psychological appointments to allow adequate time for a complete examination according to standard psychologist practices and adhere to scheduling intervals of at least sixty (60) minutes. The Contractor shall advise the requesting Disability Claim Examiner if additional time may be required based upon the industry standards for the types of psychological tests ordered.
- C.5.4.3** The Contractor shall schedule appointments between ten (10) and fourteen (14) calendar days from the date the request is made. In special circumstances, an appointment sooner than 10 calendar days may be requested by the District.
- C.5.4.4** The Contractor shall contact the District Disability Claim Examiner if there is a need to reschedule appointments with District referred claimants.
- C.5.4.5** The Contractor shall report all kept, broken, or cancelled appointments via Electronic Record Express (ERE) system on an agreed upon format prescribed by the District.
- C.5.4.6** The Contractor shall file the report, which shall be signed by the direct service provider and transmitted to the District completed with the correct demarcation with 24 hours after the appointment(s) but not later than the next business day if the appointment is scheduled on a Friday or federal holiday.

C.5.5 Examination Parameters:

- C.5.5.1** The Contractor shall identify the claimant by a picture ID, and include a physical description of the claimant in the CE report.

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- C.5.5.2** The Contractor shall act in accordance with sound and accepted medical practice when the evidence shows a medical condition that is legally reportable, which could be injurious to the health and safety of the claimant or others, or when the claimant has made a threat against the claimant's self or to others.
- C.5.5.3** The Contractor shall immediately report to the District by telephone any emergency treatment or information provided to the claimant and detail in a written report to District. The Contractor shall submit the written report to the District within 24 hours of that the emergency treatment or information is identified.
- C.5.5.4** The Contractor may exercise the right to refuse to examine a claimant who is intoxicated, threatening, belligerent, or whom the Contractor determines cannot be examined and report to the District as instructed above.
- C.5.5.5** The Contractor shall re-examine a claimant, without any additional cost to the District, when the District determines that the initial examination is incomplete or inconsistent.
- C.5.5.6** The Contractor shall not recommend treatment, a change in treatment, or prescribe medication nor make direct comment or any other indication as to whether the claimant is disabled or has a significant medical condition as defined by the Social Security Administration regulations.

C.5.6 Conduct Examinations Based on Nature of Disability Application and Referral**C.5.6.1 Physical Disability: (Examination(s) with Report and Diagnosis)**

- C.5.6.1.1** The Contractor shall conduct a face-to-face Diagnostic Interview to establish a current functional assessment, provide physical diagnosis, and collect data sufficient to permit a disability claim.
- C.5.6.1.2** The Contractor shall conduct the evaluation based on the requirements found in the Consultative Examination Guidelines.
- C.5.6.2 Psychological/Psychiatric Disability: (Examination(s) with Report and Diagnosis)**
 - C.5.6.2.1** The Contractor shall conduct a face-to-face diagnostic interview upon request to establish a current functional assessment, provide DSM diagnosis, and collect data sufficient to permit a case formulation.
 - C.5.6.2.2** The Contractor shall comply with the detail and format for reporting the results of the Consultative Examination in accordance with the consultation examination guidelines:
- C.5.6.3 Review of Systems.** The Contractor shall review all body systems delineating any specific complaints as well as discuss other complaints and symptoms the claimant has experienced relative to the specific organ systems and pertinent negative findings considered in making differential diagnosis of current illness or in evaluating the severity of the impairment.
- C.5.6.4 Physical Examinations:**

The contractor shall not perform pelvic or breast examinations without prior authorization from the District

C.5.6.4.1 The Contractor shall annotate the following in the physical CE report:

- C.5.6.4.1.1** Vital signs. Blood pressure; pulse rate; respiratory rate; height and weight without shoes.

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C.5.6.4.1.2 General appearance. Describe the claimant's general appearance and pertinent actions during the examination. Comment on ability to dress, undress, get up and down from a chair, on and off exam table. If upper extremities are involved, observe and report ability to touch thumb to all fingertips, make a fist, pick up coins from flat surface, button/unbutton, zip/unzip, and tie shoes. Note cooperation during exam. If effort or inconsistencies are noted, report Waddell's signs.

C.5.6.4.1.3 Specific findings. Concentrate on the systems affected by the claimant's illness or impairment. Be as detailed as possible.

C.5.6.5 Diagnosis and Prognosis/Medical Source Statement

C.5.6.5.1 The Contractor shall refrain from making a diagnosis based solely on the claimant's subjective alleged impairments and limitations.

C.5.6.5.2 The contractor shall provide its diagnosis and prognosis based on clinical, objective evidence. Based on the objective examination findings, the Contractor shall give an opinion of the claimant's ability to perform work related physical activities; for example: standing and walking, lifting and carrying, sitting, fingering.

C.5.6.5.3 The Contractor shall explain which findings led to the given diagnosis. For example: Limited ROM, positive X-ray findings, decreased grip strength and swelling of hands would limit claimant from performing activities involving repetitive handling, fingering or feeling, such as typing.

C.5.6.6 Specialty Examinations.

The Contractor shall conduct the following specialty examinations pursuant to the Consultative Examination Guide.

C.5.6.6.1 Rheumatology

C.5.6.6.2 Respiratory

C.5.6.6.3 Orthopedic

C.5.6.6.4 Neurological

C.5.6.6.5 Cardiac

C.5.7 Evaluation Report Preparation Requirements:

C.5.7.1 The Contractor shall prepare a consultative examination report (**the Report**) detailing the results of the examination covering the elements identified in the Physical, Psychiatric, and Psychological Disability Evaluation guidelines section and any specialty examination section when required.

C.5.7.2 The Contractor shall prepare all examination reports in a manner that will meet the requirements for medical documentation of the Social Security disability program.

C.5.7.3 The Contractor's examination report shall include the claimant's name, case number, and date of examination on the first page of the typed report. The contractor shall enter the claimant's name and case number on all subsequent pages.

C.5.7.4 The Contractor shall ensure that the report meets the following criteria:

C.5.7.4.1 Adequately addresses the allegations for which the District requested the

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examination;

C.5.7.4.2 Provides legible sufficient evidence and diagnosis to support an adequate basis for a decision regarding impairment;

C.5.7.4.3 Is internally consistent; and

C.5.7.4.4 Is consistent with other information provided

C.5.7.5 The Contractor shall maintain information concerning claimants in the strictest confidence and safeguard all information in electronic format or in a hard copy.

C.5.7.6 The Contractor shall not disclose information concerning any examination performed under this contract and any third party requestors and shall immediately forward all requests for information concerning an examination done under this contract to the District Disability Claim Examiner for processing by District's Medical Relations Officer.

C.5.8 Evaluation Report Submission Requirements

The Contractor shall provide a Report for each claimant examined, within ten (10) calendar days from the date of the examination.

C.5.8.1 The Contractor shall provide a copy of the Report to the referred claimant and transmit the report to the District within (10) ten calendar days after the examinations, utilizing ERE via SSA's Secure Website (<http://eme.ssa.gov>) or, in emergency situations, fax to (202) 442-8717.

C.5.8.2 The Contractor shall personally review each report to ensure it is signed with a legible signature by the medical professional who performed the examination. The doctor's name must be typed at the end of the report. Submitting reports via SSA's Secure Website (ERE), using the "click and sign" feature provides an acceptable electronic signature;

C.5.9 Contractor Staff Training Requirements:

C.5.9.1 The Contractor shall provide training to ensure that its subcontractors are highly skilled in the SSA Programs that includes the Listing of Impairments used in evaluating disability in adults and children under the Supplemental Security Income Programs;

C.5.9.2 The Contractor shall train all staff regarding the disability programs and reporting requirements and ensure all CEs and medical reviewers understand that the Contractor may have an evidentiary role in the SSA's decision-making process that may be necessary to support the SSA decision if the claimant files an appeal for a claim that is denied.

C.5.9.3 The Contractor shall be retain responsibility for ensuring that doctors and other medical staff treat claimants with courtesy, dignity, and respect.

C.5.10 Complaints

The Contractor shall notify the District in writing addressing each complaint when a claimant files a formal written complaint. In the event the Contractor receives a complaint directly, the Contractor shall notify the Contract Administrator (CA), identified in Section G.9, of the complaint and resolution in writing.

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SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)
- E.2** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on completion of work, as described in the Statement of Work; properly completed and submitted Invoice Vouchers.

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of not more than one year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	Medical Record Review Report C.5.3.6	1	Hard copy	Immediately upon completion of the review, not later than 2 hours after starting the medical record review
2	Emergency Treatment or information provided to the claimant C.5.5.3	1	Telephone and hard copy	Telephonically to the Claim Examiner immediately and followed in writing within 24 hours
3	Appointment Status Notice - Kept, Broken, Cancelled, notice C.5.4.5	1	ERE/Email/Fax	Within 24hours or the next business day of the scheduled appointment
4	The Report C.5.8	1	ERE or , in	Within 10 calendar

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			emergency situations, Fax	days after examination
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- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices within ten (10) calendar days of the medical record review or consultative examination and at the same time evaluation reports for each claimant are submitted, submit the appropriate invoice associated with the authorized date and time of the evaluation using an Invoice. Consideration for services rendered shall be payable upon receipt of properly completed invoices and upon verification, review and approval of the invoice and evaluation report or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

**Office of the Chief Financial Officer
Department on Disability Services
64 New York Ave, 6th Floor
Washington, DC 20002**

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

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G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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G.6.3 Subcontract requirements

- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Ms. Callie Byrd-Williams
Chief Contracting Officer
Department on Disability Services
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2717
E-mail: Callie.Byrdwilliams@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

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G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA will be identified in the contract:

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") (Attachment J.2., for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No 2005-2103, dated 7/25/2015 (Attachment J.3), issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the Standard Contract Provisions. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C.

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Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

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H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

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H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified claimant with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 WAY TO WORK AMENDMENT ACT OF 2015

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2015, (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2015”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2015 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2015 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2015;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2015;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 claimants and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2015, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2015.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

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- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the claimant employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the claimant;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

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H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

H.9.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or

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compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will review all complaints against the Contractor including those against the quality of an examination.

H.10.2 The District will acknowledge, evaluate and respond in writing to all formal written complaints.

H.10.3 The District will notify the non-requesting party of a dispute notice, notify all parties involved in the dispute of the dispute resolution process to be followed, and manage the process to its conclusion.

H.10.4 The District will make telephonic referrals to the Contractor to request a new CE, which will be followed by the hard copy of SSA 528, CE Order Request.

H.10.5 The District will provide training to familiarize the Core CE providers and their subcontractors on the District's CE processes.

H.10.6 The District must approve all rescheduled appointments and issue new Examination Authorizations within 7 calendar days from the date notified by the Contractor of the rescheduled date.

H.10.7 The District will respond to receipt of electronic submissions of CE reports whether the report is acceptable to meet the District's standards.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Contractor shall ensure all subcontractor agreements clearly state that the District shall be held harmless from any claims arising from that agreement or providing services on the Contractor's behalf.

H.11.2 The Contractor shall assign an administrator to coordinate activities, resolve day-to-day problems and answer questions from the District staff that include, but not be limited to, billing, kept/broken/cancelled appointments, and general report questions.

H.11.3 The Contractor shall determine within thirty (30) days of date of contract award the staffing levels necessary to satisfy contract requirements and maintain the sufficient medical professional resources for the duration of the contract.

H.11.4 The Contractor shall ensure that the medical record reviewers possess a thorough knowledge of medicine that will ensure the ability to assess the medical conditions of claimants who either apply for or already receive disability benefits for such conditions relating to, but not limited to, the musculoskeletal, ophthalmologic, otolaryngological, respiratory, cardiovascular, digestive, genitor-Urinary, hemic and lymphatic, skin, endocrine, multiple, body, neurological, neoplastic diseases and malignant impairment areas.

H.12 HIPPA CLAUSE found at Attachment J.7

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments under the heading “Vendor Support Center”, then click on “Standard Contract Provisions (March 2007)”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District or Claimant in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in
Contract No. _____ with (Contractor's Name);

and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the

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certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss

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payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
 8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Claimant Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

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- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

*Department on Disability Services
1125 15th St, NW,
Washington, DC 20005
(202) 730-1628/
E-mail Tina.Hill@dc.gov*

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 (Attachment J.4), the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract document
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

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This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following list of attachments is incorporated into the solicitation and contract by reference.

Offeror shall complete and return J.2, J.4, J.7, J.8 and J.9 with proposal.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments" http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%2020Solicitation%20Attachments_standard_contract_provisions_0307.pdf
J.2	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" http://ocp.dc.gov/sites/default/files/dc/sites/ocp/page_content/attachments/FIRST_SOURCE_EMPLOYMENT_AGREEMENT_-_Non-Construction_-_Rev._2013.pdf
J.3	U.S. Department of Labor Wage Determination No 2005-2103, Revision No. 16 , dated 7/8/2015 http://www.wdol.gov/sca.aspx
J.4	Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments" http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO_Information_and_Mayor%27s_Order_April_2015.pdf
J.5	Way to Work Amendment Act of 2015 - Living Wage Notice http://ocp.dc.gov/publication/2015-living-wage-fact-sheet-and-living-wage-notice
J.6	Way to Work Amendment Act of 2015 - Living Wage Fact Sheet http://ocp.dc.gov/publication/2015-living-wage-fact-sheet-and-living-wage-notice
J.7	HIPAA CLAUSE" http://ocp.dc.gov/publication/hipaa-business-associate-agreement
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments" http://ocp.dc.gov/node/740742
J.9	Tax Certification Affidavit http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%2020Solicitation%20Attachments_tax_certification_affidavit.pdf

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

Offeror(s) shall complete and submit the Bidder/Offeror Certification Form
available at www.ocp.dc.gov. Click on “Solicitation Attachments” (Attachment J.8)

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award **one** contract resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation that will be most advantageous to the District, price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2. Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of price, technical and other factors specified herein.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, however electronic copies may be submitted by email. Each proposal shall be submitted in a sealed envelope conspicuously marked: ***Proposal in Response to Solicitation No. DCJM-2016-R-0002, Core Medical Records Reviews and Consultative Exams (CE) for DDD and (NAME OF OFFEROR)" to The Office of Contracting and Procurement, 1125 15th Street, NW 2nd Floor, Washington, DC 20005, Attn: Marsha Robinson.***

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of proposed program supplies, services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Offeror proposes to fully meet the requirements in Section C. Technical proposals shall be organized as follows, including an Executive Summary and index:

L.2.2.1. Technical Expertise. This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the contract. It is important that each question or request for information be addressed.

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L.2.2.1.1. Offeror's Qualifications

The Offeror must present narrative that clearly demonstrate that how it possesses a thorough knowledge of the contract requirements. This may consist of evidence of providing the same or similar services to District agencies or other jurisdictions where Disability Determinations may be required.

L.2.2.1.2. Organization and Capability

This section must include a description of the Offeror's organization, current organizational structure, history, legal structure, ownership, and affiliations. The organization may be a newly formed joint venture or an organization that was established to provide services through provider agreements and subcontracts. In the case of joint ventures, all members must be clearly identified. Organization capability must support capacity to provide all services required by this contract.

L.2.2.1.3. Staffing and Staff Training

The Offeror must describe how it will staff and manage provider agreements or subcontractors, reporting, education, automation, and any other functions associated with the Statement of Work. The Offeror must include information regarding the numbers, qualifications, and credentials and roles of each prime contractor employee or job title assigned to this contract.

L.2.2.2. Technical Approach

L.2.2.2.1. This section must describe the Offeror's experience in providing consultative exams and how the Offeror's practices will develop and evolve to meet the demands of providing services for a larger population of claimants through a network of providers. This section must very clearly define all of the services that the Offeror has the capacity to provide. Award will not be based on an all or none basis of the services listed in Section C. It will take into consideration the Offeror's capacity for the various services needed until sufficient contracts are awarded to cover 100% of the services needed.

L.2.2.2.2. Capacity to deliver on time. The Offeror shall submit project plans and tentative provider agreements or proposed subcontracts that are ready to be executed upon contract award if an award is made to the prime contractor.

L.2.2.3 Past Performance

L.2.2.3.1. The Offeror shall provide contact information for the District to obtain past performance evaluations. There is no minimum number of contacts or past performances required, but the references provided must be relevant and clearly demonstrate the Contractor's reliability and capability of providing the services.

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L.2.2.3.2. New joint ventures formed solely to provide these services, must submit past performance contact information for each participating member.

L.2.3 Offerors shall complete, sign and submit with the proposal all Representations, Certifications and Acknowledgments and other required Attachments as appropriate.

L.2.4 The Certified Small Business Enterprise (CSBE) Subcontracting Plan required by special contract requirement H.9 and District law shall be submitted with the Technical Proposal package.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the Offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Contract awards will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposals must be submitted no later than 2:00 p.m. November 9, 2015. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer's that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.4.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals

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L.4.3 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **five (5)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **5** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

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L.7 PROPOSALS WITH OPTION YEARS

The Offeror's proposed or negotiated fee shall be applied in all option year prices. The District reserves the right to change prices in the option years based on the prevailing Medicare rate schedule in effect in the option year.

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror that is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation that are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

*Department on Disability Services
1125 15th Street, NW, 4th Floor
Washington, DC 20005*

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Tina.Hill@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or facsimile. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.14 BEST AND FINAL OFFERS

Subsequent to evaluating the original proposals, negotiations will be conducted only with the highest ranked Offeror under 27 DCMR §1632.1(b) . Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of the best and final offer, discussions will not be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the next highest ranked Offeror will be notified for negotiations under 27 DCMR §1634 . CO shall issue an additional request for best and final offers to the second highest ranked Offeror and continue the process until an offer is accepted to award the contract.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of Offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or claimant members of the joint venture, and copies of any joint venture or teaming agreements.

L.15.4 KEY PERSONNEL - The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel used to perform the work under the proposed contract at a

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minimum, the person designated as the administrator that coordinates services between the District and the Contract. The Offeror shall also not enter into any additional or replacement subcontractor agreements whereby the subcontractor further assign records for review or examinations without prior consent from the Contracting Officer.

L.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.17 GENERAL STANDARDS OF RESPONSIBILITY

The Offeror must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit relevant documentation within five (5) days of the request by the Contracting Officer.

L.17.1 To be determined responsible, an Offeror must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;

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- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the Offeror fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY

L.18.1 In addition to the general standards of responsibility set forth above, the must submit with its proposal convincing evidence that demonstrates that the Offeror meets the Special Standard(s) of Responsibility. At a minimum, an Offeror must provide the following evidence:

L.18.1.1 The Contractor's direct service practitioners shall be a DC Medical Board Certified or Board Eligible Physicians, licensed in accordance with the District of Columbia Occupations Act of 1985 and submit documentation of certifications/licenses.

L.18.1.2 During the term of this Contract, the Contractor shall require that all practitioners do not have, and shall remain without, restrictions or sanctions placed on accreditation, certification, license or registration. The Contractor, within three (3) business days of receipt of any information related to disciplinary action against the accreditation, certification, license or registration of the Contractor, an employee, or subcontractor, shall notify the Contracting Officer.

L.18.1.3 Credential Verification for Physicians:

The Contractor shall provide the following documents that the District will use to verify professional credentials for each physician:

- 1) Credentials of all medical professions that certify Professional Qualification;
- 2) Copy of current curriculum vitae; and
- 3) Copy of current medical license(s).

L.18.1.4 Credential Verification for Staff:

The contractor shall verify that all support staff, to include, but not be limited to, nurses, assistants, phlebotomist or laboratory staff, who participate in conducting the CEs, meet all appropriate:

- 1) Licensing or certification requirements of the State; and,
- 2) Are not excluded, suspended, or otherwise barred from participation in federal programs.

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L.19 PRE-PROPOSAL CONFERENCE

- L.19.1** A pre-proposal conference will be held at **2:00p.m** on **October 27, 2015** at 1125 15th Street, NW, 4th floor, Washington, DC 20005. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.19.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

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SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies that are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies that may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies that may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the Offeror's total technical score will be determined by adding the Offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points, with two subfactors of twenty-five (25) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the

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total score for that evaluation factor is 4/5 of 25 or 20 for the first subfactor plus 1/5 of 25 or 5 for the second subfactor, for a total of 25 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (60 Points Maximum)

The technical factors and sub-factors below consider the Offeror's technical expertise, technical approach and past performance in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance. Subfactors are listed in descending order of importance.

Technical Evaluation Factors	Points
M.3.1.1 Technical Expertise	30
Qualifications	10
Organization and Capability	10
Staffing and Staff Training	10
M.3.1.2 Technical Approach	10
Provider Network approach and plan	5
Capacity and Timeliness	5
M.3.1.3 Past Performance	20
Quality of Past Experience	15
Relevance of Past Experience	5
Total Technical Points	60

M.3.1.1 Technical Expertise (30 Points Maximum)

M.3.1.1.1 Qualifications **10 point-** This sub-factor considers the Offeror's specific knowledge of the contract requirements related to providing Disability Determination CEs. The standard will be met based on an evaluation of content of the Offeror's narrative set forth in Section L.2.2.1.1.

M.3.1.1.2 Organization and Capability **10 points–** this sub-factor considers the Offeror's current organizational structure to include identifying key personnel that includes, but not limited to, the administrator that will interact with District Disability Claim Examiners and organization principals that have decision making and contracting authority, history, legal structure, ownership and affiliations. The standard will be met based on the Offerors response as set forth in L.2.2.1.2.

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| M.3.1.1.3 | Staffing and Staff Training 10 points - This sub-factor considers how Contractor staff will manage working arrangements with subcontractors to ensure all direct care providers are fully qualified to provide the services required under this contract. The standard will be met based on an evaluation Offeror's response in Section L.2.2.1.3. |
| M.3.1.2 | Technical Approach (10 Points Maximum) |
| M.3.1.2.1 | <p>Network Approach/Plan 5 points - This sub-factor considers the written narrative and demonstrated capacity for developing and maintaining a network of qualified providers to support a substantial referral flow from The District with varying diagnoses. This factor serves as a comprehensive overview of all of the previous factors correlated into an overall ability to manage a Medical Record Review and CE Provider contract utilizing provider agreements and subcontractors to provide the services.</p> <p>The standard will be met based on an evaluation of the Offeror's consideration of the technical qualifications and expertise of each proposed direct care provider and subcontractor. Credentials shall be provided as verification of each proposed direct care provider's qualifications. The agreements shall be prepared and evidence submitted to demonstrate that each is ready to be executed upon contract award. If the agreements are not available, an informal written agreement signed by all the parties may be considered. This factor will be evaluated based on the Offeror's response in Section L.2.2.2.2.</p> |
| M.3.1.2.2 | Capacity and Timeliness 5 points - This sub-factor considers the written narrative and demonstrated preparedness to provide the contract requirements to provide up to the maximum number of medical record reviews and CEs. The standard will be met based on the evaluation of the diversity, quantity and quality of the Offeror's provider agreements and proposed subcontracts in Section L.2.2.2.2. |
| M.3.1.3 | Past Performance (20 Points Maximum) |
| M.3.1.3.1 | This sub-factor considers the quality of the Offeror's network and proposed medical providers' performance within the past five years. The factor will be evaluated on the responses given when the Offeror's list of references are contacted to provide performance evaluations. The Offeror shall include the name of the organization that services were provided for, the contact person with email address and phone number, the period of performance and an estimated contract dollar amount from each contact person's organization within a 12-month period. The standard shall be met when the Contractor demonstrates an extensive experience in disability evaluations conducted for Social Security or other disability programs such as Veterans' Administration or Workman's Compensation The Offeror shall adhere to the criteria set forth in L.2.2.3. |

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M.3.2 PRICE CRITERION (40 Points Maximum)

The price score shall be based on two price standards, Medical Record Reviews and Consultative Examinations. Each price will be calculated independently based on a maximum of 20 points, then added together for a combined score of 40 maximum points based on the following:

The price evaluation will be objective. The Offeror with the lowest price in Section B will receive the maximum price points for each price standard. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest Medical Record review maximum contract price proposed amongst Offerors}}{\text{Each Offeror's Medical Record review maximum contract price proposed}} \times 20 = \text{Evaluated price score}$$

Plus

$$\frac{\text{Lowest Consultative Average maximum contract price proposed amongst Offerors}}{\text{Each Offeror's Consultative Exams maximum contract price proposed}} \times 20 = \text{Evaluated price score}$$
M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2:

(12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the sum total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the price offered for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

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M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

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M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

ATTACHMENT A – Federal Medicare Fee Schedule

SERVICE	DDS CODE	CPT CODE	FEE-
Psychological Supplemental Testing	N/A	96101	\$23.50 per 1/4 hr up to \$94.00
Specialty Exam - Internal Medicine	A100	99204	\$170.17
General Medical Exam (Screening)	A110	99203	\$111.93
Specialty Exam - Pediatric	A120	99204	\$170.17
Speech Evaluation-Non Participating	A130	92506	178.41
Speech & Language Evaluation	A130	92506	\$161.98
Specialty Exam - Musculoskeletal	A140	99204	\$170.17
Specialty Exam - Orthopedic	A140	99204	\$170.17
Specialty Exam - Rheumatology	A150	99204	\$171.17
Specialty Exam - Ophthalmology	A160	99204	\$170.17
Specialty Exam - Optometrist	A165	92002	\$84.63
Specialty Exam - Otorhinolaryngology (ENT)	A170	99204	\$170.17
Specialty Exam - Cardiology	A180	99204	\$170.17
Specialty Exam - Cardiology Screening Exam	A185/B205	99202	\$77.35
Specialty Exam - Vascular Surgery	A190	99204	\$170.17
Specialty Exam - Gastroenterology	A200	99204	\$170.17
Specialty Exam - Urology	A210	99204	\$170.17
Specialty Exam - Dermatology	A220	99204	\$170.17
Specialty Exam - Neurology	A230	99204	\$170.17
Specialty Exam - Neurosurgery	A240	99204	\$170.17
Visual - Visual Field Testing	B100	92083	\$96.46
Visual - Humphrey VTAP 30-2	B110	92083	\$96.46
Audiology Evaluation	B120	92557	\$41.86
Tympanogram	B125	92567	\$16.38
Caloric Vestibular Test	B127	92543	\$87.36
Pulmonary - PFS	B130	94010	\$39.13
Pulmonary - PFS w/bronchodilators	B140	94060	\$66.43
DLCO	B160	94729 (94720)	\$58.24
Lab - Arterial Blood Gas Studies, Resting	B180	82803	\$27.30
Cardiac - ECG	B200	93000	\$20.93
Cardiac - ETT/Treadmill	B210	93015	\$94.64
Cardiac - 2-D Echocardiogram	B215	93307	\$142.87
Vascular - Doppler (resting)	B220	93922	\$112.84
Vascular - Doppler (with exercise)	B230	93924	\$220.22
Doppler (resting) with toe pressures	B240	93922	\$112.84
Broken appt. - Psychiatric Exam - adult	BRKNAPSY	N/A	\$40.04
Broken appt. - Audiology Eval. (independent of ENT exam)	BRKNAUD	N/A	\$10.92
Broken appt. - Psychiatric Exam - child	BRKNCHPS	N/A	\$43.68

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SERVICE	DDS CODE	CPT CODE	FEE-
	Y		
Broken appt. - Doppler - resting	BRKNDOP	N/A	\$30.03
Broken appt. - ECHO	BRKNECHO	N/A	\$40.04
Broken appt. - ETT	BRKNETT	N/A	\$24.57
Broken appt. - General Medical Exam	BRKNGEN	N/A	\$27.30
Broken appt. - Optometrist	BRKNOPT MRY	N/A	\$20.02
Broken appt. - PHD Exam w/testing adult	BRKNPHDA	N/A	\$53.69
Broken appt. - PHD Exam w/testing child	BRKNPHDC	N/A	\$53.69
Broken appt. - Phd Exam (mental status only) adult	BRKNPHD MSEADULT	N/A	\$30.03
Broken appt. - PHD Exam (mental status only) child	BRKNPHD MSECHILD	N/A	\$30.03
Broken appt. - Specialty Exam	BRKNSPEC	N/A	\$41.86
Broken appt. - Speech & Language Eval.	BRKNSLP	N/A	\$44.59
Broken appt. - Visual Field Examination	BRKVISFLD	N/A	\$22.75
X-ray - ankle, two views	C100/C110	73600	\$24.57
X-ray - chest, single view, frontal	C130	71010	\$26.39
X-ray - chest, two views, frontal & lateral	C140	71020	\$33.67
X-ray - elbow, two views	C150/C160	73070	\$31.85
X-ray - femur, two views	C180/C190	73550	\$31.85
X-ray - foot, two views	C210/C220	73620	\$30.94
X-ray - forearm, two views	C240/C250	73090	\$30.94
X-ray - hand, two views	C270/C280	73120	\$30.94
X-ray - hip, one view	C300/C310	73500	\$30.94
X-ray - both hips & pelvis, multiple positions	C330	73520	\$45.50
X-ray - humerus, minimum two views	C340/C350	73060	\$32.76
X-ray - knee, one or two views	C380/C390	73560	\$34.58
X-ray - pelvis, one or two views	C420	72170	\$30.03
X-ray - sacroiliac joints, less than three views	C440	72200	\$33.67
X-ray - shoulder, one view	C450/C460	73020	\$26.39
X-ray - spine, cervical, two or three views	C480	72040	\$44.59
X-ray - spine, lumbosacral, two or three views	C490	72100	\$40.95
X-ray - spine, thoracic, two views	C500	72070	\$39.31
X-ray - tibia and fibula, two views	C520/C530	73590	\$30.94
X-ray - wrist, two views	C550/C560	73100	\$35.49
Lab - CBC w/differential	D110	85025	\$11.83

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SERVICE	DDS CODE	CPT CODE	FEE-
Lab - Drug Screen; multiple drug classes	D125	80100	\$20.93
Lab - HCT	D130	85014	\$3.64
Lab - Hemoglobin	D135	85018	\$3.64
Lab - Hemoglobin Electrophoresis	D137	83020	\$15.47
Reticulocyte count automated	D136	85045	\$6.37
Lab - Hepatic Function Panel (liver function studies)	D140	80076	\$11.83
Lab - Phenobarbital	D170	80184	\$16.38
Lab - Platelet Count, Automated	D180	85049	\$6.37
Lab - Prothrombin Time	D190	85610	\$5.46
Sed rate automated	D200	85652	\$4.55
Lab - Albumin, Serum	D210	82040	\$6.37
Lab - Bilirubin, Total	D220	82247	\$7.28
Lab - Creatinine, Blood	D230	82565	\$7.28
Lab - Dilantin, Serum	D240	80185	\$19.11
Lab - SMA-12	D245	80053	\$15.47
Lab - Tegretol (Carbamazepine assay, total)	D247	80156	\$20.93
Lab - Transferase (SGPT/ALT)	D250	84460	\$7.28
Lab - Transferase (SGOT/AST)	D260	84450	\$7.28
Lab - Valproic Acid	D270	80164	\$19.11
Lab - Depakote	D271	80164	\$19.11
Specialty Exam - Psychiatric Eval. & ADL - child	E100	90802	\$174.72
Specialty Exam - Psychiatric Eval. & ADL - adult	F100	90801	\$160.16
Specialty Exam - Psychological Eval. w/ ADL & MSE	H110	96101	\$213.85 (\$94.00 per hr)
Wechsler Memory Scale IV	H120	96101	\$128.31 (\$23.50 per 1/4 hr)
WAIS	N/A	96101	70.98
WISC	N/A	96101	70.98
Wippsi	N/A	96101	70.98
Bayley's	N/A	96101	70.98
Personality Evaluation	H140	96101	\$85.54 (\$94.00 per hour)
Comprehensive Mental Status Evaluation (PhD)	H240	96116	\$25.75 per 1/4 hr up to \$128.75
Specialty Exam - Neuropsychological	H250	96118	\$585.13 (\$107.00 per hr)
Home Visit	I100	N/A	\$31.85

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SERVICE	DDS CODE	CPT CODE	FEE-
Treating Physician Exam	I110	99214	\$111.02