

## Section H Special Contract Requirements

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## H.1 Security Requirements

### a. Citizenship

Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance DOE authorization.

### b. Property Passes

Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The Government will advise the Contractor of procedures applicable to this Contract.

### c. Employee Access

Contractor employees without appropriate levels of security clearance may require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

### d. Picture Security Badges

1. Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
2. Security badges will be valid only for the duration of the Contract or shorter period of time as determined by the Government.
3. A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
4. The Contractor will ensure that each Contractor and subcontractor employee returns his/her badge to the issuing office whenever any one of the following occurs, but in any event, before final payment:
  - Contract work is completed.
  - Badge is no longer needed.
  - Badge becomes void for any reason.
5. A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.

6. Lost security badges shall be reported to the issuing office as soon as possible after the loss.

e. Safety and Security Orientation

Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.

f. Prohibited Articles

The following items can only be brought onto the Hanford Site under strict controls: 1) weapons, including but not limited to firearms, explosives, or incendiary devices; 2) nonprescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and 4) other items similar in effect or purpose to any of the above.

1. Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when brought inside the 100, 200, 300, and 400 Limited Areas.
2. Upon notification that an employee of the Contractor or a subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's work site access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
3. Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.2 Definitions

- a. Employee Job Task Analysis. The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that employees will face in the performance of their jobs, as described in the employee's individual job or position description. This analysis is updated periodically. This analysis serves as the basis for determining whether or not the employee will be enrolled in a medical surveillance and/or qualification program.
- b. Job Hazard Analysis. The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that a particular work assignment, work order, project or work package will present to workers assigned to the task(s). The results of the Job Hazard Analysis are compared against the Employee Job Task Analysis for each worker assigned to the job to determine whether additional medical surveillance or personal protection equipment is warranted by the hazards.

- c. Limited Area. A security area for the protection of classified matter where guards, security inspectors, or other internal controls can prevent access to classified matter by unauthorized persons.
- d. Protected Area. A specifically defined area that is enclosed by physical barriers (e.g. walls or fences), subject to access controls, surrounding a material access area or containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

### H.3 Key Personnel Requirements

- a. Pursuant to the clause in Part II, Section I, paragraph I.16, entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:
  - 1. Principal Manager<sup>1</sup>: The Principal Manager, who has overall management, operating and contracting authority for the Contractor, shall have a minimum of 5 years of previous, recent, management and supervisory experience in a similar position and having managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Principal Manager shall possess a Bachelor's degree in business or health administration from an accredited college or university. A Bachelor's degree in the health administration field is desirable. A Master's degree in business administration or the health management field is also desirable.
  - 2. Site Medical Director: The Site Medical Director, who has responsibility for overseeing the provision of Hanford Occupational Medical services and advising DOE on medical issues, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree; possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The director shall have a minimum of 3 years experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C, *Statement of Work*.
  - 3. Clinic Director: the clinic director, who has operational responsibility for the provision of all medical services, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O) degree, or shall possess a Bachelor's degree in Health Administration. A Master of Business Administration (MBA) degree is desirable. The Director shall have a minimum of 3 years experience in the provision of occupational medical services similar in complexity and type to the services described in Section C, *Statement of Work*.
- b. It having been determined that the employees whose names appear in Section J, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

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<sup>1</sup> The exact title of this Manager is at the discretion of the Contractor (e.g., CEO, President).

#### H.4 Qualification of Medical Personnel

The requirements for medical personnel, other than those listed in Section H.3, *Key Personnel Requirements*, are as follows:

- a. Physicians: physicians shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, and possess a valid, unrestricted license to practice in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. It is highly desirable that physicians be board certified in Occupational and Environmental Medicine. In addition, physicians must be eligible for a DOE Access Authorization.
- b. Physician Assistants: physician assistants shall be licensed in the State of Washington (Revised Code of Washington - RCW, Title 18, Chapter 18.71A applies). The physician assistants shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- c. Psychologists: psychologists shall hold a doctoral degree from a clinical psychology program that includes a one-year clinical internship approved by the American Psychological Association or an equivalent program; have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test); have a valid unrestricted license to practice clinical psychology in Washington State. In addition, the psychologists must be eligible for a DOE Access Authorization.
- d. Nurse/Nurse Practitioner: nurses and nurse practitioners [i.e., Registered Nurses (RN), Licensed Practical Nurses (LPN), Nurse Practitioners (NP), Advanced Registered Nurse Practitioners (ARNP)] shall be licensed in the State of Washington (RCW, Title 18, Chapter 18.79 applies). They shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).
- e. Case Manager: the Case Manager, who has responsibility for providing initial and follow-up care for occupational injuries or illnesses, shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. The Case Manager shall be Board eligible in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation); with experience in:
  1. provision of primary occupational health care, workers' compensation or other health benefits utilization case review and management,
  2. provision of worker placement programs and services in business, industry or military,
  3. provision of independent medical evaluations/second opinion services or certification as an Independent Medical Examiner (CIME), and
  4. design and development of Functional Capacities Evaluations (or objective tests for human skills, strength, stamina and agility).

The Case Manager shall have familiarity with and knowledge of the complex legal environment and requirements of the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The case manager shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

- f. Substance Abuse/Medical Review Officer: The Substance Abuse/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. This Officer shall have completed an internship or one year of residency in a primary care specialty

(Occupational and Environmental Medicine, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:

1. in providing primary health care,
2. in providing primary occupational health care,
3. as a Medical Review Officer with oversight of substance abuse rehabilitation;

The Substance Abuse/Medical Review Officer function may be performed by any one of the qualified staff physicians and does not have to be a full-time discrete position within the Contractor's organization. The physician filling this position shall have successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training.

**g. EXCEPTIONS TO ACLS CERTIFICATION REQUIREMENT:**

- 1. A physician who is not assigned to clinical duties that could involve care for acute cardiac conditions. Such a physician would provide services only for routine examinations and would not be assigned to Occupational Primary Care (OPC=walk-in acute care clinic). Those physicians or physician assistants assigned to OPC at either AMH Health care facility shall be ACLS certified. If the non-ACLS certified physician finds an abnormal electrocardiogram or sees an individual with a cardiac history in the course of an otherwise routine examination, the physician will have this information reviewed and the medical record and test report co-signed by a provider who is ACLS certified.**
- 2. A nurse or physician assigned to and working in an administrative position without responsibility for performing direct clinical care.**
- 3. A "nurse" case manager or nursing supervisor who will not be assigned to or rotate through clinical nursing duties. In the event that they are or may be occasionally rotated into clinical nursing duties, the ACLS requirement would apply.**
- 4. A Medical Review Officer (MRO) who is either a direct employee or works under a contract and only provides MRO services with no provision of direct patient care.**

H.5 Use of DOE Property

The Contractor may propose the use of Government-owned facilities, equipment and other property on a non-interference basis for private work and private work for other entities. The Contractor agrees to reimburse DOE for such use on a full-cost recovery basis at rates approved by the Contracting Officer.

H.6 Transition Costs

The contractor shall perform the transition of this contract at no cost to the Government.

H.7 Recovery of Allowable Relocation Expenses

A ceiling on relocation expenses in the aggregate amount of \$50,000 for the Medical Director and Principal Manager is established for this contract. Any additional relocation for other contract personnel is an allowable expense to the extent that they are incurred within the funding and negotiated estimated cost of the contract, and with the express written agreement by the Contracting Officer.

- e. Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract may constitute a material breach of contract.

#### H.10 Required Insurance

- a. The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
  - 1. Comprehensive General Liability: \$500,000 per occurrence;
  - 2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;
  - 3. Employer's liability coverage: \$100,000 except in states where worker's compensation may not be written by private carriers;
  - 4. Medical Malpractice: as required to maintain hospital privileges for provision of Emergency Preparedness Support; and
  - 5. other as required by State Law.
- b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.
- c. The Contractor shall flow down the requirements of this clause to all subcontracts.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

#### H.11 Recognition of Collective Bargaining Unit(s)

- a. In the event the contractor becomes a "successor contractor," the contractor and/or its team members agree to recognize and bargain in good faith with the certified collective bargaining agent(s) for the incumbent represented workforce, subject to and in compliance with the National Labor Relations Act requirement with respect to successor contracts.

#### H.12 Incumbent Employees

- a. In filling employment positions deemed necessary by the Contractor for work under the Contract other than for management positions, the Contractor agrees to provide the right of first refusal in hiring qualified employees (those who are or can, in the judgment of the Contractor, become qualified by the time the work commences) from the workforce of the incumbent contractor. The number and type of positions to be established, the salary/pay rate ranges for all positions, and the terms and conditions of such employment, except as noted below, are at the sole discretion of the Contractor. For purposes of this Contract, management

- positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.
- b. Employees currently employed by the incumbent contractor, other than management positions, who are offered and accept employment with the Contractor, will be paid base salary/pay rates equivalent to the base salary/pay rates that are then being paid by the incumbent at the time of the offer, if the positions for which they are being hired entail duties and responsibilities substantially equivalent to the positions last held with the incumbent contractor.
  - c. The Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the service period required for benefits from the Contractor relating to vacations, sick leave, health insurance, layoff, recall, or other benefits, except pensions. This includes accepting severance pay credits earned by the employees of the incumbent contractor to the extent that the employees have not exercised any severance pay rights with the incumbent contractor. With regard to pension benefits, the Contractor is not required to continue offering the existing Hanford occupational medical contractor pension plan. However, the Contractor shall assure that any plan(s) offered, is in compliance with Section 401(a) and any transition is legally appropriate under the Internal Revenue Code (IRC). If the employee is currently vested in the Hanford occupational medical contractor pension plan, the Contractor shall vest that employee in any offered pension plan. If the employee is currently not vested in the Hanford occupational medical contractor pension plan, the Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the period required for vesting in any pension plan(s) offered by the Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.
  - d. After operations begin, subsequent vacant positions, other than those covered under paragraph a. above, shall be filled in accordance with the Contractor's normal business practices, subject to any other applicable requirements of this Contract, including Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

#### H.13 Labor Relations

- a. The Contractor will respect the rights of employees to 1) organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees' own choosing; and engage in other protected concerted activities for the purpose of collective bargaining; or 2) refrain from such activities.
- b. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain in good faith, or otherwise satisfy applicable bargaining obligations.
- c. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:
  - 1. possible strike situations affecting the facility;
  - 2. referral to the Energy Labor-Management Relations Panel;

3. the National Labor Relations Board at any level;
4. recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State labor law; or
5. any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

#### H.14 Pension Plan

The Contractor shall assume sponsorship and the responsibility for management and oversight of the existing Hanford occupational medical contractor pension plan, as described in Section J.7. The cost of the contractor's participation and management of the pension plan will be allowable for the purpose of providing retirement benefits to eligible employees in accordance with the terms and conditions of the pension plan. The pension plan must be maintained as a qualified defined benefit pension plan under the regulations of the Internal Revenue Code (IRC). The pension plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the advance, written approval of the Contracting Officer.

#### H.15 DOE Mentor-Protégé Program

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small businesses, firms certified under the section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities, and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Using the provisions set forth in DEAR 919.70, the Contractor shall establish a Mentor-Protégé Agreement within six months of the beginning of the contract performance period (excludes the contract transition period). Upon establishment of the Agreement within the first six months of the contract performance period, the Contractor shall Mentor at least one active Protégé company at all times during the remaining performance period of this contract (including option periods, if exercised). Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.

#### H.16 Continuity of Insurance Coverage

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractors and their predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers' Compensation, and including any then current COBRA (Consolidated Omnibus Budget Reconciliation Act) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions, where applicable.

The Contractor shall provide for continuity of insurance coverages (health, life, other, as applicable) of employees who have retired from the incumbent contractors or their predecessors to the extent currently provided by the incumbents. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of management to change those terms and conditions where applicable.

#### H.17 Assignment of This Contract

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for Contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

#### H.18 Audit

The Contractor agrees to conduct an audit and examination, in a manner satisfactory to the DOE Contracting Officer, of the records, operations, expenses, and transactions with respect to the costs claimed to be allowable under this contract. The audit/examination shall be conducted annually and at such other times as may be mutually agreed upon. The results of such audit including the working papers, shall be submitted or made available to the DOE Contracting Officer. This clause does not supersede the Government's right to audit.

#### H.19 Financial Management

- a. The contractor shall maintain and administer a financial management system that meets DOE needs. The system should: 1) operate a DOE approved billing process that charges cost to the onsite users for the various medical services; 2) provide proper accounting in accordance with Generally Accepted Accounting Principles, and applicable Cost Accounting Standards, except as modified by DOE requirements; 3) provide accurate and reliable financial and statistical data on a timely basis; 4) ensure accountability for all assets; 5) support financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as Budget and Reporting Numbers (B&R), activity data sheet numbers (ADS), and local projects/tasks; and 6) maintain cost control within authorized funding. The Contractor will be requested, periodically, to provide certain functional cost information not normally provided to DOE on a routine basis, but should be otherwise available through query of the Contractor's accounting system.
- b. The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the new system(s) to the existing system(s).

#### H.20 Total Available Fee: Performance Fee Amount

- a. Total available fee. Total available performance fee, consisting of an incentive fee component for objective performance requirements, or an award fee component for subjective performance requirements, or both, determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances" (Section I).
- b. Determination of Total Available Fee Amount Earned.
  1. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.

2. For this contract, the Government Fee Determination Official (FDO) will be designated in writing by the DOE Contracting Officer (CO). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the Government FDO.
  3. The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (c) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the Government FDO, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clauses entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.
  4. Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- c. Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
1. The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:
    - i. prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
    - ii. not later than thirty days after the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
  2. The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
  3. The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
    - i. of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;

- ii. of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
  - iii. if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- d. Schedule for total available fee amount earned determinations. The Government FDO shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (e) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.
- e. Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

#### H-21 Additional Government Furnished Property and Services

In addition to the Government equipment listed in Attachment J-2 in Section J, the Government will also provide to the Contractor all of the Government owned property in the possession of the incumbent medical services contractor on the last day of the transition period. This additional property includes motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services. The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site's local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance.

#### H-22 Payment of Fee

The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned

in accordance with the Performance Evaluation and Measurement Plan. Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer. In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due to the Contractor.

H.23 Worker's Compensation

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under U.S. Department of Energy (DOE) State of Washington Self-Insurance. Pursuant to State of Washington Revised Code (RCW) Title 51, DOE is a group self-insurer for purposes of workers' compensation coverage. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- a. Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- b. Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- c. The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- d. Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- e. The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- f. The Contractor shall be responsible for all predecessor contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- g. The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

- h. The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- i. Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- j. Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- k. Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- l. Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.
- m. The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- n. The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- o. The Contractor shall submit ad hoc reports and other information as required by DOE.
- p. The Contractor shall provide briefings to DOE as requested.
- q. For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
  - (1) Contractor team arrangement means an arrangement in which –
    - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
    - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
  - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.
- r. Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.
- s. The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The Contractor shall have no

responsibility for subcontractor worker's compensation when it includes this requirement in the sub-contract(s).

#### H.24 Subcontracting Plan

The Contractor's Subcontracting Plan number, dated September 2, 2003, is incorporated in this contract at Section J.6.

#### H.25 Emergency Procedures

This Clause supplements the "DOE-RL Emergency Plan Implementing Procedure", DOE-0223, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the contractor will immediately contact the RL contracting officer for direction.

#### H.26 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Apr 2009)

##### Preamble:

The ARRA terms and conditions in this clause will only apply to work performed with ARRA funds received from other site prime contractors through service agreements. All reporting requirements identified shall be reported through those prime contractors, and not directly to DOE-RL.

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA

requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act. For contractors currently using drawdown on a letter of credit, the current procedure remains in effect and is used for ARRA activity in lieu of invoicing.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling

establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See [www.dol.gov/esa/whd/contracts/dbra.htm](http://www.dol.gov/esa/whd/contracts/dbra.htm).

E. Publication

Information about this contract will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.201-11 American Recovery and Reinvestment Act – Reporting Requirements.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

H. Access by Comptroller General or Inspector General

The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (1) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to Recovery Act transactions under this contract or a subcontract hereunder; and
- (2) Interview any officer or employee regarding such transactions.