

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. 0037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORPORATION Attn: LAURA MILLS 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 99382320		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 012911892			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043
			10B. DATED (SEE ITEM 13) 06/08/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Tax ID Number: 91-2131802

DUNS Number: 012911892

Occupational Medical Services for the United States Department of Energy Hanford Site.

In accordance with mutual agreement of the parties, the purpose of this modification is to definitize the request for equitable adjustment (REA) for inclusion of 10CFR1046 into the contract.

This modification updates the following Contract Sections: Section B, Section C.2.1.1, Section F.6, and Section J Attachment J-1.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Linda K. Jarnagin	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	08/10/2015
		_____ (Signature of Contracting Officer)	

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DUNS Number: 012911892

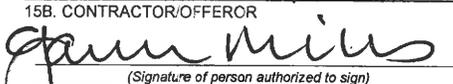
Occupational Medical Services for the United States Department of Energy Hanford Site.

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Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Contract & Fin. Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8-10-15	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8C70
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0037

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This is a zero dollar modification. The Total Amount of contract is increased from \$100,101,682.54 to \$100,155,033.88 by \$53,351.34.</p> <p>Details of this contract change are included on Page 4 of this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: \$53,351.34 New Total Amount for this Award: \$100,155,033.88</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Total Amount changed from \$11,903,903.00 to \$11,921,475.50</p> <p>CHANGES FOR LINE ITEM NUMBER: 8 Total Amount changed from \$12,306,698.00 to \$12,317,557.81</p> <p>CHANGES FOR LINE ITEM NUMBER: 11 Total Amount changed from \$12,579,667.00 to \$12,591,784.73</p> <p>CHANGES FOR LINE ITEM NUMBER: 14 Total Amount changed from \$13,044,077.00 to \$13,056,878.30</p> <p>Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 US</p> <p>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000</p> <p>FOB: Destination Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0037

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2012 to 09/30/2018				
	Change Item 00005 to read as follows (amount shown is the total amount):				
00005	OCCMED Hanford - Option Period 1 (Year Three) FPAF Line item value is:\$11,921,475.50 Incrementally Funded Amount: \$11,381,401.22				11,921,475.50
	Change Item 00008 to read as follows (amount shown is the total amount):				
00008	OCCMED Hanford - Option Period 2 (Year Four) FPAF Amount: \$12,317,557.81 (Option Line Item) Line item value is:\$12,317,557.81				12,317,557.81
	Change Item 00011 to read as follows (amount shown is the total amount):				
00011	OCCMED Hanford - Option Period 3 (Year Five) FPAF Amount: \$12,591,784.73 (Option Line Item) Line item value is:\$12,591,784.73				12,591,784.73
	Change Item 00014 to read as follows (amount shown is the total amount):				
00014	OCCMED Hanford - Option Period 4 (Year Six) FPAF Amount: \$13,056,878.30 (Option Line Item) Line item value is:\$13,056,878.30				13,056,878.30

SF30 BLOCK 14 CONTINUATION:

Modification 037 is a supplemental agreement which revises the following sections of the contract as follows:

1. Based on negotiations of inclusion of 10CFR1046 into the contract, the following increases are hereby made to the Firm Fixed Price Scope of the contract for the additional subcontracted stress electrocardiograms and license verification and the Cost Reimbursement Scope of the contract for the TriFit equipment.

Total Cost	\$64,476.22
Total Fee	\$4,850.12
Total	\$69,326.34

2. As a result of the REA negotiation, this modification increases the ceilings of the following Firm-Fixed-Price CLINS in *Section B Supplies or Services and Prices/Costs*:
 - B. 6 Option One for Additional Services - CLIN 005 - Firm-Fixed-Price with Award Fee – ceiling increased from \$11,583,903 to \$11,601,475.50 by \$17,572.50.
 - B.9 Option Two for Additional Services - CLIN 008 - Firm-Fixed-Price with Award Fee – ceiling increased from \$11,976,698 to \$11,987,557.81 by \$10,859.81.
 - B.12 Option Three for Additional Services - CLIN 011 - Firm-Fixed-Price with Award Fee – ceiling increased from \$12,239,667 to \$12,251,784.73 by \$12,117.73
 - B.15 Option Four for Additional Services - CLIN 014 - Firm-Fixed-Price with Award Fee – ceiling increased from \$12,694,077 to \$12,706,878.30 by \$12,801.30
3. This modification revises the incorrect references for the Total Available Award Fee in *Section B Supplies or Services and Prices/Costs*. The references for the Total Available Award Fee revised to reference the correct Firm-Fixed-Price CLIN.
4. This modification revises *Section C.2.1.1 Medical Monitoring and Qualification Exams* to include the requirements of 10CFR1046.
5. This modification revises *Section F.6 Reporting Requirements* to include the following requirements for 10CFR1046:
 - Initial nomination of Physical Protection Medical Director (PPMD)
 - Initial nomination of Designated Physician (DP)
 - Retention or replacement of PPMD
 - Annual Activity Report
 - Medical Activity Summary
6. This modification revises *Section J – Attachment J-1 List of Applicable Federal Law & Regulations* to include 10CFR1046 Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel.
7. This modification does not obligate additional funds to the Contract. Accordingly, work under the Contract, such as that described herein, must be performed within the amount of funds which have been incrementally funded to the Contract in accordance with *Section B.19 Obligation of Funds* and *B.20 Limitation of Government's Obligation*.

8. Contractor Statement of Release: In consideration of the modification agreed to herein as complete equitable adjustment for inclusion of 10CFR1046 into the contract, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to this REA. This release does not include the following exceptions:

Additional adjustments that may result from other changes, as stipulated in the Reopener Clause, below, are not subject to this release.

Reopener Clause: At the time of Contract definitization, Contractor reported a significant reduction in the pool of physicians that are 10CFR1046 qualified due to the requirement that both the PPMD and DP must be board eligible or board certified only in occupational medicine. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of subsequent findings. Should findings vary significantly from the negotiated equitable adjustment for this action, the contract price shall be adjusted through negotiation.

All other terms and conditions remain unchanged. End of Modification No. 037

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT – ITEMS BEING ACQUIRED	B-2
B.2	BASIC TERM OF PERFORMANCE - CLIN 001 – TRANSITION	B-3
B.3	BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE	B-3
B.4	BASIC TERM OF PERFORMANCE – CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)	B-4
B.5	BASIC TERM OF PERFORMANCE - CLIN 004 - IDIQ.....	B-4
B.6	OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-5
B.7	OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)	B-5
B.8	OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ.....	B-5
B.9	OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-6
B.10	OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)	B-6
B.11	OPTION TWO FOR ADDITIONAL SERVICES – CLIN 010 - IDIQ	B-7
B.12	OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-7
B.13	OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)	B-8
B.14	OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ	B-8
B.15	OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-8
B.16	OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)	B-9
B.17	OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ.....	B-9
B.18	AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014	B-10
B.19	OBLIGATION OF FUNDS.....	B-10
B.20	LIMITATION OF GOVERNMENT’S OBLIGATION.....	B-11

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a hybrid contract that includes Firm-Fixed-Price (with award fee provisions), a Cost Reimbursement (with no fee), and an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the purpose of providing Occupational Medical Services for the DOE Hanford Site, Richland, WA.

Under the Firm-Fixed-Price (with award fee provisions) portion of the contract, the contractor shall furnish all personnel, materials, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described in Section C.2.1, Firm-Fixed Price Scope of the Performance Work Statement (PWS), including providing a “readiness to serve” level of staffing, and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope.

The award fee provision is provided to ensure superior performance in delivery of occupational medical services as described in the annual Performance Evaluation and Measurement Plan (Section H). The nature of the services (health care services) prompts the Government to desire the highest quality service delivered in the most conscientious and professional manner in order to protect and promote the health and welfare of the Hanford Site workers.

Under the Cost Reimbursement (with no fee) portion of the contract, the contractor shall furnish all facilities, equipment, personnel, and services (except as expressly set forth in this contract as furnished by the Government) necessary for the performance of work as described in Section C.2.2, Cost Reimbursable Scope of the PWS.

Under the IDIQ portion of the contract, the contractor shall furnish additional personnel, as required by Government-issued Task Orders, necessary for the performance of work as described in Section C.2.3, Indefinite Delivery/Indefinite Quantity Scope. IDIQ services shall be ordered in accordance with Section I clauses “Ordering”, “Order Limitations”, “Indefinite Quantity”, and Section H clause entitled “Task Ordering Procedure”. The minimum ordering guarantee for the IDIQ portion of the contract is \$5,000.

B.2 BASIC TERM OF PERFORMANCE – CLIN 001 – Transition

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Transition*	\$32,728.11	\$98,184.33
Total Firm-Fixed-Price		\$98,184.33

* Award fee does not apply to the transition period.

B.3 BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE

(a) The Basic Term of Performance for the work described in Section C.2.1 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year One	\$917,014	\$11,018,752.01
Year Two	\$939,753	\$11,277,036.00
Total Firm-Fixed-Price		\$22,295,788.01

(b) The Total Available Award Fee for the Basic Term of Performance provided in paragraph B.3 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE	EARNED AWARD FEE
Year One	\$300,000.00	\$284,250.00
Year Two	\$310,000.00	\$280,705.00
Total Available Award Fee for Basic Term	\$610,000.00	\$564,955.00

B.4 BASIC TERM OF PERFORMANCE - CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)

The total actual cost (with no fee) for the work described in Section C.2.2 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	TOTAL ACTUAL COST (WITH NO FEE)
Year One	\$4,568,620.58
Year Two	\$4,908,981.62
Total Actual Cost (with no fee)	\$9,477,602.20

B.5 BASIC TERM OF PERFORMANCE – CLIN 004 – IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE	
		Year One	Year Two
Physician	1000	\$156.33	\$163.43
Physician Assistant	1000	\$90.29	\$94.39
Psychologist	1000	\$81.74	\$85.45
Nurse/Nurse Practitioner	1000	\$64.27 RN \$89.16 NP	\$67.19 RN \$93.22 NP
Case Manager	1000	\$64.27	\$67.19
Epidemiologist	1000	\$59.64	\$62.35
Medical Assistant Certified	1000	\$42.74	\$44.69
Certified Industrial Hygienist	1000	\$87.70	\$91.69
Registered X-Ray Technician	1000	\$46.78	\$48.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.6 OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Three	\$965,325 (Oct-July) \$974,112.75 (Aug-Sep)	\$11,601,475.50

(b) The Total Available Award Fee for Option One, paragraph B.6 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Three	\$320,000.00

B.7 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Three	\$4,514,808.00

B.8 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Three
Physician	1000	\$169.54
Physician Assistant	1000	\$97.92
Psychologist	1000	\$88.65

Nurse/Nurse Practitioner	1000	\$69.70 RN \$96.70 NP
Case Manager	1000	\$69.70
Epidemiologist	1000	\$64.68
Medical Assistant Certified	1000	\$46.36
Certified Industrial Hygienist	1000	\$95.11
Registered X-Ray Technician	1000	\$50.73

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.9 OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Four	\$998,963.15	\$11,987,557.81

(b) The Total Available Award Fee for Option Two, paragraph B.9 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Four	\$330,000.00

B.10 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Four	\$4,351,000.00

B.11 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 0010 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Four
Physician	1000	\$176.83
Physician Assistant	1000	\$102.13
Psychologist	1000	\$92.46
Nurse/Nurse Practitioner	1000	\$72.70 RN \$100.86 NP
Case Manager	1000	\$72.70
Epidemiologist	1000	\$67.46
Medical Assistant Certified	1000	\$48.35
Certified Industrial Hygienist	1000	\$99.20
Registered X-Ray Technician	1000	\$52.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.12 OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Five	\$1,020,982.06	\$12,251,784.73

(b) The Total Available Award Fee for Option Four, paragraph B.12 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Five	\$340,000.00

B.13 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Five	\$4,438,000.00

B.14 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Five
Physician	1000	\$181.16
Physician Assistant	1000	\$104.63
Psychologist	1000	\$94.72
Nurse/Nurse Practitioner	1000	\$74.48 RN \$103.33 NP
Case Manager	1000	\$74.48
Epidemiologist	1000	\$69.11
Medical Assistant Certified	1000	\$49.53
Certified Industrial Hygienist	1000	\$101.63
Registered X-Ray Technician	1000	\$54.21

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.15 OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Six	\$1,058,906.52	\$12,706,878.30

(b) The Total Available Award Fee for Option Four, paragraph B.15 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Six	\$350,000.00

B.16 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Six	\$4,527,000.00

B.17 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Six
Physician	1000	\$186.59
Physician Assistant	1000	\$107.77
Psychologist	1000	\$97.56
Nurse/Nurse Practitioner	1000	\$76.71 RN \$106.43 NP
Case Manager	1000	\$76.71
Epidemiologist	1000	\$71.18

Medical Assistant Certified	1000	\$51.02
Certified Industrial Hygienist	1000	\$104.68
Registered X-Ray Technician	1000	\$55.84

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.18 AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014

- (a) For the basic term of the contract and options, there is no base fee amount. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-10). To earn award fee under the PEMP, the Contractor is required to provide superior occupational medical services beyond the minimum Contract requirements. The PEMP will be unilaterally established by the Government. Initial and subsequent PEMPs shall be provided to the Contractor not later than 30 calendar days prior to the start of the evaluation period(s).
- (b) The PEMP will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance. Award Fee will not be used to incentivize the Contractor to meet contract expectations and requirements but will be used to incentivize exceptional performance.
- (c) The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the period to which the change will apply.
- (d) Immediately upon final determination of the award fee for the annual evaluation period by the Fee Determining Official (FDO), the Contractor may invoice any fee amount due. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

B.19 OBLIGATION OF FUNDS

- (a) Pursuant to Section B.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$98,184.33** for CLINs 001.
- (b) Pursuant to Section B.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$34,242,144.23** for CLINs 002, 005, 008, 011 and 014.

- (c) Pursuant to Section I clause entitled FAR 52.232-22 "Limitation of Funds", the total amount of incremental funding allotted is **\$13,701,246.36** for CLINs 003, 006, 009, 012 and 015.
- (d) The total amount of incremental funding allotted for the potential IDIQ scope (CLINs 004, 007, 010, 013 and 016) is not known until the IDIQ Task Orders are issued. Each IDIQ Task Order will be either fully funded or incrementally funded within the Task Order itself.

B.20 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Funds are not presently available for performance under this contract beyond **09/15/2015**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **09/15/2015**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- (b) For Firm Fixed Price CLINs 002, 005, 008, 011 and 014, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for contract performance after the date of notification. If after

- such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.
 - (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
 - (f) The Government may at any time prior to termination allot additional funds for the performance of contract line item(s) 002, 005, 008, 011 and 014.
 - (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
 - (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
 - (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

C.1 Hanford Occupational Medical Program	C-3
C.2 Description of Program Performance Requirements.....	C-6
C.2.1 Firm Fixed Price Scope.....	C-6
C.2.1.1 Medical Monitoring and Qualification Examinations.....	C-6
C.2.1.2 Medical Surveillance Data	C-9
C.2.1.3 Diagnosis and Treatment of Injury or Illness	C-9
C.2.1.4 Monitored Care.....	C-11
C.2.1.5 Legacy Health Issues	C-11
C.2.1.6 Employee Counseling and Health Promotion.....	C-12
C.2.1.7 Health Program Improvements	C-13
C.2.1.8 Information Systems Maintenance and Process Improvement	C-13
C.2.1.9 Information and Records Management	C-13
C.2.1.10 Emergency and Disaster Preparedness.....	C-16
C.2.1.11 Field/Facility Worksite Visits (WSV).....	C-17
C.2.1.12 Case Management.....	C-18
C.2.1.13 Contract Transition Requirements	C-18
C.2.1.14 Participation in Site Safety & Health Efforts	C-20
C.2.1.15 Audit Support.....	C-20
C.2.1.16 Continuing Education, Certification, and Professional	C-20
Organizations	C-20
C.2.1.17 Occupational Health Website	C-20
C.2.1.18 Personal Protective Equipment.....	C-20
C.2.1.19 OSHA and DOE Inspection.....	C-21
C.2.1.20 Industrial Hygiene Support.....	C-21
C.2.1.21 Hearing Protection	C-22
C.2.1.22 Project Controls and Management.....	C-22
C.2.1.23 Legacy Pension and Benefit Plan Management	C-23
C.2.1.24 Fixed-Price Non Labor	C-23
C.2.1.25 Health Care Accreditation	C-23
C.2.2 Cost Reimbursement Scope (with no fee).....	C-23
C.2.2.1 Equipment	C-23
C.2.2.2 Legacy Pension and Benefit Plan Contributions.....	C-24
C.2.2.3 Laboratory Services	C-24
C.2.2.4 Vaccine Services.....	C-24

C.2.2.5	Travel Medicine	C-24
C.2.2.6	Government Vehicles	C-25
C.2.2.7	Badging.....	C-25
C.2.2.8	X-Ray.....	C-25
C.2.2.9	Infrastructure Costs.....	C-25
C.2.2.10	Off-site Facility Costs: 200 West Health Care Center and Richland Clinic Locations	C-25
C.2.2.11	EEOICPA Requirements	C-25
C.2.2.12	Worker Safety & Health Program Updates	C-26
C.2.3	Indefinite Delivery/Indefinite Quantity (IDIQ) Scope.....	C-26

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 Hanford Occupational Medical Program

C.1.1 Background

C.1.1.1 The Hanford Site: The 586 square-mile Hanford Site, located in southeast Washington State, was established in the 1940s as a plutonium production complex for the Manhattan Project. Throughout Hanford's 50 years of operation, byproducts of plutonium production have accumulated to become this country's largest environmental cleanup project. In 1989, the Department of Energy (DOE), the U. S. Environmental Protection Agency, and the Washington State Department of Ecology signed the *Hanford Federal Facility Agreement and Consent Order*, commonly known as the Tri-Party Agreement (TPA), which codifies the DOE's commitment to clean up the Hanford Site. The TPA outlines legally enforceable project milestones for Hanford cleanup over the next several decades.

C.1.1.2 Site Management: The Hanford Site is managed by two DOE field offices, the Richland Operations Office (RL) and the Office of River Protection (ORP). ORP manages 177 underground tanks of liquid and solid radioactive chemical waste, and is responsible for construction of the Waste Treatment and Immobilization Plant (WTP). RL has responsibility for the remainder of the Hanford Site, which includes: cleanup of the river corridor, cleanup and ongoing waste management operations in the central plateau, and providing a variety of crosscutting site services (e.g., utilities, security, information technology (IT), fire department, emergency management, occupational medical services, etc.).

C.1.1.3 EM Journey to Excellence: Established in 1989, DOE's Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and Government-sponsored research. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Roadmap for EM's Journey to Excellence" (Rev. 0, December 16, 2010). That document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing four programmatic and three management-related goals, as follows:

Programmatic Goals

- Goal 1: Complete the three major tank waste treatment construction projects within the approved baselines
- Goal 2: Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy
- Goal 3: Complete disposition of 90 percent of the legacy transuranic waste by the end of 2015
- Goal 4: Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015

Management Goals

- Goal 5: Improve safety, security, and quality assurance towards a goal of zero accidents, incidents, and defects
- Goal 6: Improve contract and project management with the objective of delivering results on time and within cost
- Goal 7: Achieve excellence in management and leadership, making EM one of the best places to work in the Federal Government

The document “Office of Environmental Management Performance Agreement with the Assistant Secretary” is in Section J. In the performance of this contract, the Contractor shall support and implement actions in furtherance of the “Roadmap for EM’s Journey to Excellence” and achievement of the above goals. Goals 5 through 7 have direct relevance to this contract in that it is not possible to achieve successful execution of this contract without providing quality occupational medical services. Contract-specific actions will be established, incentivized, monitored, evaluated and verified in accordance with terms and conditions of this contract.

- C.1.1.4. **Cleanup Scope:** Personnel at the Hanford Site are employed by a diverse group of site prime contractors, numerous site subcontractors and DOE. Examples of cleanup work scope ongoing on site include the following:
 - (a) facility decontamination, decommissioning and demolition;
 - (b) stabilization and storage of nuclear materials in a variety of forms;
 - (c) processing and storage of radioactive, chemical and/or mixed wastes; and
 - (d) soil and groundwater remediation involving a variety of radiological and chemical waste streams.
- C.1.1.5 **Risks and Hazards:** The facility decommissioning and demolition work scope exposes workers to the risk of chemical and radiological hazards as well as construction-related hazards. The stabilization and management of special nuclear materials exposes workers to radiological hazards. Waste management operations also expose workers to the risk of chemical and radiological hazards. The occupational medical program is an integral component of the site safety management system and is critical for maintaining the health and safety of Hanford Site employees.
- C.1.1.6 **Additional Support Requirements:** In addition, there is an obligation to support epidemiological studies of current and former Hanford employees and implementation of programs such as the Chronic Beryllium Disease Prevention Program (CBDPP) and the Energy Employees Occupational Illness Compensation Program Act (EEOICPA). Furthermore, the Government has a legal obligation to maintain and protect the medical records of current and former Hanford workers. The Health Insurance Portability and Accountability Act (HIPAA) applies to records generated, information transmitted or exchanged, and any other applicable workscope performed under this contract.

C.1.2 Purpose, Objectives, and Outcomes

- C.1.2.1 **Purpose:** The purpose of this contract is to provide an Occupational Medical Services Program of superior quality in support of on-going activities at the Hanford Site. The

Contractor has the responsibility for total performance under this requirement, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract.

C.1.2.2 Objectives: In support of the Outcomes cited in Section C.1.2.3 below, the following contract objectives are established:

- Provide timely, appropriate and cost-effective tests and examinations, as required, in support of the Hanford Site missions (including outsourced/subcontracted ancillary testing and laboratory work);
- Provide timely Occupational Health related diagnosis and limited initial and urgent treatment of injuries or occupationally-related diseases;
- Provide a medical monitoring program for prior exposures and current potential exposures from chemical substances and/or physical agents, with a commensurate action/response program that will be protective of human health and the future well-being of Hanford Site workers;
- Enhance worker health and wellness;
- Provide occupational medical service staff, processes and systems that are consistent with an efficient and effective operation;
- Provide appropriate medical support for emergency preparedness planning, drills, and response to actual emergencies;
- Conduct epidemiological data gathering and health analyses in support of a long-range role of the Contractor in assuring the protection of employee health and a reduction of agency liability;
- Conduct efforts to reduce the incidence of work-related illnesses and injuries; and
- Develop and implement innovative approaches and adopt practices that foster continuous improvement in rendering of occupational medical services at the Hanford Site.

C.1.2.3 Outcomes: The outcomes desired from this occupational medical services requirement are as follows:

- A Hanford Site workforce that is physically and psychologically able to accomplish the duties assigned;
- Minimization of Hanford Site workforce time away from duty due to injury or illness, taking into consideration the circumstances/characteristics of the individual illness or injury;
- A Hanford Site occupational medical program that is of the highest quality, cost-effective, and of good value; and
- A Hanford Site occupational medical Contractor organization that is seen as best in class, an advocate for workers' health and wellbeing, is highly familiar with the site working environment and any potential for impacts to worker health and well-being, and is customer service oriented.

C.2 Description of Program Performance Requirements

Work under the contract is divided into three types of contract scope: 1) Firm Fixed Price Scope, 2) Cost Reimbursement Scope, and 3) Indefinite Delivery/Indefinite Quantity (IDIQ) Scope. The scope for each contract type is described below.

C.2.1 Firm Fixed Price Scope

The Contractor shall provide a comprehensive and integrated occupational medical program to meet the outcomes and objectives in Section C.1.2 above. The Contractor shall maintain a “readiness to serve” capability sufficient to support the following activities for approximately 8,000 employees. These employees will be from DOE Hanford Site contractors, DOE’s Richland and Office of River Protection Site Offices, and others as designated from time-to-time in writing by the Contracting Officer (CO) or designee. The Contractor shall provide services at the clinic located at 1979 Snyder Street, Richland, WA and at the on-site facility in the Hanford 200 West Area. Essential staffing levels for Health Care providers are identified in Section J, Attachment J-9 “Annual Essential Staffing Level”. The J-9 list represents staffing required to perform essential duties and may not reflect adequate staff necessary to perform the comprehensive workscope described in this section.

C.2.1.1 Medical Monitoring and Qualification Examinations

- (a) The Contractor shall perform medical monitoring and qualification examinations in accordance with applicable Federal, State and local laws and regulations, and DOE Directives. Medical monitoring and qualification examinations will include initial, periodic and post-incident examinations. In addition to receiving the basic physical examination, other exams/diagnostics may be required. Occupational related exams include, but are not limited to, the following:
 - i. Hazardous Waste Workers and all other Occupations that involve potential exposure to:
 - 1. Radiation and radiologic materials
 - 2. Chemicals, solvents, paint, or fuel
 - 3. Beryllium
 - 4. Benzene
 - 5. Insulation (fiberglass, asbestos)
 - 6. High pressure systems
 - 7. Welding
 - 8. Lasers
 - 9. Pesticides/herbicides
 - 10. Mercury/Lead/heavy metals
 - 11. Respiratory hazards
 - 12. Noise
 - 13. Asbestos
 - 14. Biological Hazards
 - 15. Other

- ii. Security Officers – including fitness for duty (includes Human Reliability Program (HRP), psychological, and 10 CFR 1046)
- iii. Firefighters (including fitness for duty)
- iv. Commercial Drivers (DOT CDL per 49 CFR § 391)

(b) The Contractor shall perform the following types of examinations:

- i. Pre-placement evaluations, clearances, and recommendations relating to the placement of employees in jobs so that they can perform in a safe and efficient manner consistent with the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973;
- ii. Medical surveillance and health monitoring examinations, as required by Occupational Safety and Health Administration (OSHA) and other regulatory standards consistent with current national specialty guidelines for exposure-based services (e.g., American College of Occupational and Environmental Medicine), and examinations for specifically-defined legacy issues;
- iii. Qualification examinations, including OSHA required exams, and clearances for employee medical qualifications to perform work in environments that may contain chemical, biological, physical (including ionizing radiation), weather, terrain related, and ergonomic hazards;
- iv. Voluntary periodic examinations (a proactive measure to facilitate the continued health and wellness of employees). The basic examination shall include, but not be limited to, the following:
 - Height, weight, blood pressure;
 - Visual acuity test and tonometry;
 - Audiogram;
 - Multichem Profile including Iron and TIBC profile, CBC, complete urinalysis and Lipid Profile;
 - Thyroid (minimum of FreeT4 and TSH);
 - Resting electrocardiogram;
 - Pulmonary function study; and
 - A complete examination by an appropriate licensed health professional (such as a physician or nurse practitioner) which includes, as a minimum, the following evaluation/examinations/patient consultation: ENT; head/neck; blood pressure; hernia; eye/retinal; heart and lungs auscultation; reflexes; skin (whole body exam for potential skin cancer upon patient request); as appropriate: breast, prostate, scrotal, rectal, and/or pelvic; and lab results review. More frequent examination and additional tests may be performed, if considered necessary in the judgment of the examining physician;
- v. Work capacity and return-to-work/fitness-for-duty health evaluations, with support to site contractors and DOE management in medical, mental, and substance abuse aspects of

personnel reliability (to include psychological assessments, and activities associated with 10 CFR 712, Human Reliability Program, and 10 CFR 1046);

vi. Controlled substances/alcohol testing programs that are in accordance with this Performance Work Statement, the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as administered by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs, 10 CFR 707—Workplace Substance Abuse Programs at DOE Sites, 49 CFR Part 382—Controlled Substances and Alcohol Use and Testing, and 49 CFR Part 40—Procedures for Transportation, Workplace Testing Programs;

vii. Termination (exit) health evaluations; and

viii. X-Ray Services and Readings, medical x-ray services provided at the clinics, including taking x-rays, initial readings, and other traditional in-clinic services. Special readings performed outside the clinic (e.g. “B” readings or similar, additional expert analysis) are covered under C.2.2.8.

(c) Each medical examination shall include, but not be limited to, the following:

i. Appropriate medical procedures, medical reports, and processes required for the particular type of medical examination that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;

ii. Appropriate professional services, laboratory and medical technician services, administrative support, and other services that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;

iii. Appropriate documentation of all pertinent medical information, including medical and occupational histories, examination findings, laboratory and procedure results, evaluations and conclusions, and recommendations that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;

iv. Appropriate medical notifications that communicate results of examinations to employer and employee (Note: only the appropriate, work-related information permitted by law will be communicated to the employee's employer/contractor); and

v. The disposition and disposal of all medical, biological, and other wastes generated from the medical service in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice.

(d) Medical examinations shall be scheduled using the Government-furnished computerized scheduling system (reference Section J Attachment “Government-Furnished IT Systems List”). The Contractor shall manage and coordinate medical examination scheduling with

each of the site contractors and DOE so as to minimize the impact of medical examinations on the work conducted at the Hanford Site.

- (e) The controlled substances/alcohol testing program services shall include standard chain-of-custody procedures and documentation, collection, handling, shipment, analysis, and reporting analysis results for the HRP Testing Designated Positions, DOT, DOE Security and Emergency Services (SES) Substance Abuse Monitoring Program, voluntary requests for urinalysis, contractor and DOE Employee Assistance Programs, including Contractor Fitness For Duty Programs, and alcohol use and drug testing for random, reasonable suspicion, applicant, and occurrence testing including post-accident requirements.
- (f) The Contractor shall refer employees to their personal physician for non-occupationally related issues, except as noted in C.2.1.3 Diagnosis and Treatment of Injury or Illness, below.

C.2.1.2 Medical Surveillance Data

- (a) The Contractor shall routinely and systematically analyze medical data involving individuals as well as groups of employees, by location and by function, in the course of performing monitoring and qualification examinations and conduct epidemiological studies while maintaining the confidentiality of patients. These data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs. (Note: Additional, specific epidemiology studies may be requested by DOE under clause C.2.3)
- (b) The Contractor shall include these reviews in quarterly summary reports to DOE, or more often as requested, and notify the CO or designee of all adverse trends as they are identified and include all trending results, recommendations, and comments in the Site Occupational Medical Director's (SOMD) Annual Report.
- (c) The SOMD is responsible for communication and coordination of findings with appropriate public health agencies.

C.2.1.3 Diagnosis and Treatment of Injury or Illness

- (a) The Contractor shall provide timely and accessible occupational health care and first aid in the 200 West Health Care Center on the Hanford Site and the Contractor's main clinic in Richland, Washington. Medical care for occupational and non-occupational injury and/or illness shall be provided in accordance with the following requirements:
 - i. Occupational Injury or Illness:
 - 1. The management of occupational injury or illness shall be in accordance with applicable Federal, State and local laws and regulations and DOE Directives.
 - 2. Diagnosis and first aid, or stabilization and referral, of occupational injury or illness shall be prompt, with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health. Contractor shall define

specific protocols, procedures and tests for workers who present complaints or express symptoms of chemical exposure.

3. The occupational medical staff shall notify the affected individual(s) and immediate supervisor(s) of unhealthy work situations detected during the course of their duties. The Contractor shall also notify the appropriate Hanford Site health and safety groups (health physics, industrial hygiene, or safety) of these situations.

ii. Non-occupational Injury or Illness:

1. Hanford Site workers are to utilize the services of a private physician or medical facility, for care of non-occupational injuries or illnesses. The Contractor may provide assistance with minor, non-work-related outpatient or chronic conditions (e.g., blood pressure checks) to minimize employees' time away from work.
2. The Contractor shall provide appropriate assistance to workers who are ill at work. Care should be available for what is judged a short-term, minor condition. The objective is to return the worker to a state of health in the shortest possible time consistent with appropriate medical standards.
3. The Contractor shall not provide long-term treatment of non-occupational injury and illness.

iii. The Contractor shall provide appropriate return to work clearance or duty limitations to patients and their employers.

iv. In emergencies, Hanford workers shall be given the necessary care required for stabilization until referral to a private physician or facility can be provided.

v. The definition of "First Aid" is as defined in WAC 296-27-01107(2)(e)(ii). Exceptions to this definition include services for travel medicine, seasonal influenza vaccinations, other preventative vaccinations, and use of Diethylene Triamine Pentaacetic Acid (DTPA) or similar chelating agent in concert with treatment by other medical facilities in cases of uptake of radioactive substance.

(b) The Contractor shall provide necessary information required for worker's compensation and other reporting requirements to appropriate organizations for occupational injuries and illness.

(c) The Contractor shall manage medication services, including the requisitioning or purchase, storage, safeguarding, accountability, and administration or delivery of all medications and supplies necessary to the operation of the medical services.

i. The Contractor shall report to DOE on the dispensation and inventory of regulated drugs, as required by the Section F clause entitled *Reporting Requirements*.

ii. The Contractor may provide an initial dose of non-prescription medication for prompt treatment of symptoms (e.g., aspirin, ibuprofen, antihistamines, decongestants, topical

antibiotic/cortisone/burn ointments, throat lozenges, muscle relaxers, antacids, and eye/ear drops). The Contractor shall provide prescription medications only on a limited, emergency basis.

C.2.1.4 Monitored Care

- (a) Monitored care of ill or injured employees by occupational medical physicians is required, to maximize recovery and safe return to work and to minimize lost time and associated costs. Hanford Site contractors and DOE management have the responsibility to advise the Contractor when an employee has been absent because of an illness or injury for 5 or more consecutive workdays.
- (b) The Contractor shall monitor worker's compensation cases as appropriate, through appropriate return visits, Contractor communication with the DOE-RL third party Workers' Compensation claims processor, and physician-to-physician communication with private physicians where applicable. The Contractor shall assist the employees in their recovery and to facilitate their return to duty at the earliest practical time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and must be closely coordinated with the human resources department and line management of site contractors and DOE.
- (c) The Contractor shall include a work conditioning program(s) as part of the monitored care program to support/expedite fulfillment of fitness-for-duty, work capacity, and qualification requirements.
- (d) The Contractor shall make medical fitness-for-duty recommendations regarding employees for all conditions that may influence performance or work suitability.

C.2.1.5 Legacy Health Issues

- (a) The Contractor shall implement testing and monitoring programs as needed to manage legacy health issues (e.g., chronic beryllium (Be) disease/beryllium sensitivity, asbestosis, silicosis, etc.). Specifically, with respect to Beryllium:
 - i. On the exit medical examination, the Contractor shall offer a split-sample BeLPT for any worker separating from the Hanford site when the examination is performed by the Contractor. The Contractor shall utilize the split sampling protocol in accordance with 10 CFR 850.36—Medical Consent, and conduct analysis on all split-samples.
 - ii. The Contractor shall provide a beryllium voluntary medical surveillance program as required by 10 CFR 850 for current Hanford Site beryllium associated workers who voluntarily participate, including current Hanford Tank Waste Treatment and Immobilization Plant (WTP) beryllium associated workers. After initial notification, and annually thereafter, inform via personal letter, all current and known past participants (including former workers at their last known address) in the beryllium voluntary medical screening program results of their examination, which will be kept confidential unless the individual tests positive for beryllium sensitization (BeS) or Chronic Beryllium Disease (CBD).

- iii. The Risk Communicator shall engage contractors, community, and local medical societies in order to raise awareness of the testing, signs, symptoms and treatment for BeS, CBD, and relative attributes of Sarcoidosis as compared to CBD.
- iv. The SOMD is responsible for administering the medical surveillance program and shall appoint a licensed physician as Lead for the Beryllium Medical surveillance program. The Lead Physician (beryllium medical surveillance program) shall have knowledge of the regulatory requirements associated with Be issues and expertise in the area of medical evaluations and procedures required by the regulatory requirements for BeS and CBD.
- v. The Lead Physician (beryllium medical surveillance program) will assess standing best in class Beryllium related clinical policies, procedures and protocols (algorithms) for re-approval under this contract. The compliance of Beryllium related clinical policies, procedures and protocols (algorithms) will be monitored through a Peer Review process that identifies departures from the standards, correction, and improves processes.
- vi. The Contractor will act as the Hanford Site Coordinator for submitting electronic data to the Beryllium registry semiannually, in accordance with 10 CFR 850.39(h). In order to meet these requirements, various Site contractors will submit job history and exposure measurement data for each beryllium-associated worker to the Contractor to add the electronic medical data portion and submit the data to the Beryllium Registry. The employer providing the employee data is responsible for the accuracy of that data. The Contractor will not edit data provided by the employer, but will serve as data coordinator. This responsibility includes receiving and appropriately addressing comments received from DOE or its contractors on data submitted to the Beryllium Registry.

C.2.1.6 Employee Counseling and Health Promotion

- (a) The Contractor shall operate employee counseling and health promotion programs that promote, maintain, and improve the physical and psychological well-being of the worker in the work place, including:
 - i. Employee Assistance and Wellness Programs.
 - ii. Health and wellness education - The Contractor shall provide health education for employee training and occasional lectures or seminars on health matters of general interest to Hanford personnel. Typical topics include, but are not limited to, smoking cessation, hearing protection, ergonomics, fitness and diet, skin cancer, general cancer topics, weight control, lead, asbestos, TB, overview of medical service functions, and self-breast examination. This function also includes the development and/or distribution of health related newsletters and other materials.
 - iii. An immunization program (e.g., influenza immunizations) - The Contractor shall provide immunizations and other injections to employees as deemed necessary by the SOMD, providing necessary information regarding immunization and performing appropriate documentation. This includes staffing and administering the base program for delivery of

approximately 5,000 influenza vaccinations annually. (All Vaccination serum is cost reimbursable under Section C.2.2.5.)

- (b) The Contractor shall provide expertise for DOE and Hanford contractors to resolve workstation, furniture, and work task related ergonomics issues; provide ergonomic consultation and conduct musculoskeletal disorder (MSD) hazard assessments; and train and assist appropriate Hanford personnel with ergonomic evaluations and recommendations to improve workstations to facilitate the prevention and/or control of cumulative trauma disorders (CTD).

C.2.1.7 Health Program Improvements

The Contractor shall recommend improvements to enhance Hanford occupational and preventive health programs, and review Federal, State, and DOE documents, and trade publications to determine applicability and impact of any new or proposed regulations or best practices on operations, alert the CO, in writing, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.

C.2.1.8 Information Systems Maintenance and Process Improvement

- (a) The Contractor shall operate, maintain and improve Government-owned Business, Administrative, and Medical Information Technology systems under the lead of the DOE Chief Information Officer and in cooperation with the Hanford Site IT Management Contractor. These systems are listed in Section J. Such systems include, but are not limited to:
 - i. The Employee Job Task Analysis (EJTA) system. The EJTA system is a Hanford-developed software system used to document workers' essential job functions, physical job requirements, medical qualifications, potential exposures, etc. The EJTA's will be prepared by DOE and the Site contractors and provided to the Contractor for processing in the Risk Management Medical Surveillance (RMMS) system.
 - ii. The RMMS system. The RMMS system is a Hanford developed software system that analyzes EJTA data and assigns medical monitoring and qualification requirements.
 - iii. The Electronic Medical Records (EMR) System. The EMR system is a comprehensive computerized system to utilize IT technology to organize and record medical examination processes and file the resulting medical records. This system will also enable the Contractor to easily retrieve and perform analysis on the data for such purposes as epidemiological research and preparation of custom designed reports.

C.2.1.9 Information and Records Management

- (a) Information and Records Management

The Contractor shall conduct records management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR Chapter XII, Subchapter B—Records Management; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2,

and any other DOE requirements as directed by the CO. These functions include, but are not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records; retrieving records from on- and off-site storage facilities, and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, and legal discovery requests.

The Contractor shall implement records management controls to ensure that records in electronic information systems can provide adequate and proper documentation for as long as the information is needed. The Contractor must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself (see 36 CFR 1236 for specific electronic records management requirements).

The Contractor shall ensure records generated in the performance of the contract containing personal information that is routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act systems of records (SOR) in accordance with Federal Acquisition Regulation (FAR) 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this contract, except for those defined as contractor-owned (see Section I, DEAR 970.5204-3, Access to and Ownership of Records), and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the contract as being maintained in Privacy Act systems of records, shall be the property of the Government.

The Contractor shall preserve and disposition records in accordance with NARA-approved records disposition schedules. *Note: Records Retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor (DEAR 970.5204-3).*

The Contractor shall prepare/revise, submit for DOE approval, and execute an approved Records Management Plan, Records Disposition Plan, Vital Records Program Plan, Vital Records Update, and Records Management Close-out Plan consistent with records management regulations,

(b) Medical Information and Records Management

The Contractor shall:

- i. Operate, maintain and improve the existing medical records system;
- ii. Protect the privacy of employees and the confidentiality and physical security of all employee medical records;

- iii. Provide access to employee medical and behavioral health records in a manner consistent with:
 - 1. The Privacy Act, as codified in 10 CFR Part 1008, and
 - 2. 29 CFR 1910.1020—Access to Exposure and Medical Records;
- iv. Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claims processor(s) as appropriate and in a manner consistent with applicable laws and standards (e.g., the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA));
- v. Operate and maintain a central Work Restriction Registry for documenting worker restrictions and communication of work restrictions to site employers (see section J-7, Government Furnished IT Systems List, Work Restriction Notifications);
- vi. Provide support for execution of the EEOICPA in accordance with the Section H clause entitled Energy Employee Occupational Injury Compensation Program Act (EEOICPA) and other health initiatives pertaining to current and previous Hanford Site employees;
- vii. Provide support to DOE and contractor management through the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality;
- viii. Maintain accurate and complete medical records of patients for DOE. The medical records shall document all histories obtained, all treatment provided, all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and qualification tests. The medical records of the Hanford workforce shall reside on a Government-furnished EMR system. An estimated 1,200 cubic feet of medical records exist in paper copy and an additional 300 cubic feet of x-rays are located at the onsite clinic and Records Holding Area in Richland, WA. This legacy collection shall be integrated into the EMR.
- ix. Ensure the information contained in the employee medical record is sufficient to provide data for use in job placement, health maintenance, for treatment and rehabilitation of occupationally-related conditions, for use in epidemiological studies, and to help management with program evaluation and improvement;
- x. Ensure employees have access to their medical records upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party;
- xi. Ensure medical records (both hard copy and electronic) are available for DOE quality control review;
- xii. Create a new medical record for all individuals receiving care. However, a few specific circumstances may arise for categories of individuals or services where a new medical record is not required (e.g., persons likely to receive a one-time minimal service, such as an influenza vaccine). Before establishing categories of this type, permission must be

obtained from the DOE CO. In all cases, even when there is no medical record, documentation of all services shall be maintained in a retrievable format; and

- xiii. Vital Records are required to meet DOE O 243.1B Chg. 1, Records Management Program.

The medical records (written and electronic) developed during past contract years will be transferred to the new Contractor and will be subject to FAR 52.245-1, Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the Contractor as to how the records shall be maintained and stored.

- (c) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (d) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.

C.2.1.10 Emergency and Disaster Preparedness

- (a) The Contractor shall:
- i. Provide emergency response support, e.g., participate in site exercises and drills, participate in site-wide emergency preparedness planning, establish working relationships/memoranda of agreements with other site emergency service providers (e.g., Hanford Fire Department, local Hospital(s), etc.);
 - ii. Support the Hanford Site integrated emergency and disaster preparedness planning. The SOMD is responsible for the management and implementation of the medical portion of the site emergency and disaster plan. The medical portion shall be closely integrated with, and made a part of, the overall site emergency and disaster preparedness plan;
 - iii. Support the integration of community emergency and Hanford Site disaster plans. The occupational medical portion of the site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Contractor shall participate in local community response activities in accordance with mutual aid agreements as directed by the COR. The SOMD shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities' plans. Integration with the local hospitals will be required in these activities;
 - iv. Support emergency and disaster preparedness pre-planning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the site emergency

and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including pre-planning and pre-arrangements for:

1. Onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation and advanced cardiac life support;
 2. Support to DOE in the arrangement of hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation and/or toxic materials, including internal and external contamination, as appropriate;
 3. Services of medical specialists and consultants;
 4. Medical aid coverage during evacuation operations from facilities and the site; and
 5. Communication with the DOE Emergency Operations Center for the coordination of fire and rescue units, hospitals and hospital teams, and local and State police;
- v. Ensure that emergency preparedness and response support are overseen by a licensed physician. In this context, the phrase "overseen by a licensed physician" means that a licensed physician actively participates and has ultimate responsibility for the rendering of the Contractor's emergency preparedness and response support from a Site occupational medical standpoint;
- vi. Provide services, as required, in the Emergency Operations Center located in the Richland Federal Building, at the local hospitals, in the Contractor's main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in planning, training, drills, and exercises;
- vii. Immediately inform the COR or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life and provide recommendations to alleviate the emergency conditions; and
- viii. Serve as a member of appropriate emergency response teams.

C.2.1.11 Field/Facility Worksite Visits (WSV)

The Contractor shall:

- (a) Ensure that Occupational Health providers, including the SOMD, all physicians, and all mid-level practitioners are familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization and assessment of accuracy shall be accomplished by reviews of EJTA's, interviews with workers and supervisors, and by personal visits to work sites and facilities;
- (b) Ensure that visits, when appropriate, are coordinated with industrial hygiene, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on chemical, physical (including ionizing radiation), biological and ergonomic hazards. The information obtained from these interviews and visits may form the basis for recommendations to Hanford contractors and/or DOE for corrective actions, work process modifications, updates to EJTA's or preventive measures;

- (c) Ensure that these visits are conducted at least once a month by each Occupational Health provider described in (a) above, who shall document the results of the visit on a Report of a Facility/Site Visit Form, and distributed internally with copy provided to the representative of the host organization;
- (d) Ensure that visiting personnel have appropriate security clearances when visiting facilities that require such clearances; and
- (e) Coordinate with the host organization to ensure the proper personal protective equipment (PPE) is provided during worksite visits. Such equipment is provided at the expense of the host organization.

C.2.1.12 Case Management

- (a) The purpose of Case Management is to:
 - i. Be a liaison between the Occupational Medical program and DOE's Third Party Administrator in Worker's Compensation cases and return to work issues;
 - ii. Manage cases of beryllium by coordinating appointments, providing worker education, and following approved beryllium protocols; and
 - iii. Manage cases of other complex worker issues related to Occupational Health, generally where multiple appointments and regimes are an issue.
- (b) Case Management is to be carried out at the Contractor's main clinic.
- (c) The Contractor shall ensure that Case Management prepares electronic daily reports including a report of work restrictions sent to the employee's management and safety organization(s), and other Case Management reports as required (i.e. Beryllium).

C.2.1.13 Contract Transition Requirements

- (a) Upon Contracting Officer (CO) issuance of the Notice to Proceed, the Contractor shall begin transition from the existing provider of occupational health services. During the transition period, the incumbent contractor will be responsible for delivery of occupational health services.
- (b) The Contractor shall assume full responsibility for delivery of occupational health services as approved by the CO at the end of the transition period.
- (c) During the transition period, the Contractor shall plan and prepare for an orderly transfer of responsibilities and accountability from the incumbent contractor.
- (d) The Contractor shall implement its proposed Transition Plan, as approved by the CO.

- (e) The Contractor shall ensure that the following activities to be accomplished are included in the Transition Plan:
- i. Determine staffing needs, and make offers and arrange to transition incumbent employees to the Contractor, as applicable;
 - ii. Complete all specific milestones identified in the Transition Plan;
 - iii. Perform a complete inventory of all DOE-owned property for transfer to the Contractor;
 - iv. Execute any necessary transition agreements with the incumbent Contractor, upon CO approval of execution by the Contractor;
 - v. Submit periodic transition reports as directed by the CO;
 - vi. Prepare and submit the Quality Assurance Plan; and
 - vii. Establish an accounting/billing system that is acceptable to the CO.
- (f) During the transition period, as specified in the Section F clause entitled *Period of Performance*, the Contractor shall perform those activities that are necessary to transition the work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) enables the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the CO.
- (g) The Contractor shall submit a final Transition Plan to the CO for approval within 5 working days after award of the contract.
- (h) After completion of the transition activities contained in the approved Transition Plan the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.
- (i) The final Transition Plan shall include a schedule of major activities, and address as a minimum:
- Communication process among the Contractor, incumbent contractor, site contractors, and DOE;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractor;
 - Approach to minimizing impacts on continuity of operations;

- Dispute Resolution;
- Assumptions related to Hanford Occupational Medical Program;
- Implementation of existing or proposed management systems (e.g., General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating); and
- Identification and prioritization of issues after transition.

C.2.1.14 Participation in Site Safety & Health Efforts

The Contractor shall participate in, or lead, DOE & Hanford Safety, Health, and Environmental committees and/or subcommittees as directed by the CO. Participation may include such activities as chairing, organizing, coordinating, and/or providing administrative support for action tracking and resolution of items within the Contractor's purview. The Contractor may be asked to participate in, or act in a supporting role to, other Hanford contractor's ISMS activities as appropriate.

The Contractor shall prepare and/or revise, submit for DOE approval and execute, the approved Worker Safety and Health Program (WSHP) as required by 10 CFR 851. The Contractor shall provide updates to this plan and submit to DOE for review on an annual basis. The plan shall be prepared in accordance with the Section I clause entitled "DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution."

C.2.1.15 Audit Support

The Contractor shall provide administrative and technical support for periodic internal and external program audits including but not limited to those by DOE Headquarters (HQ) Office of Environmental Management (EM), DOE HQ Health Safety and Security (HSS), and other outside agencies as directed by the CO. The Contractor shall also prepare audit reports and follow up reports to respond to any audit findings.

C.2.1.16 Continuing Education, Certification, and Professional Organizations

The Contractor shall ensure applicable personnel attend appropriate continuing education courses, conferences, and/or seminars annually, or as required, to maintain competency, technical skill, and certification requirements; and shall ensure applicable employees maintain membership in appropriate professional organizations.

C.2.1.17 Occupational Health Website

The Contractor shall update and maintain the content for an Occupational Health Web site to provide health information to the workforce and obtain customer satisfaction feedback.

C.2.1.18 Personal Protective Equipment

The Contractor shall provide all safety and personal protective equipment required to perform clinical duties specified in this contract.

C.2.1.19 OSHA and DOE Inspection

The Contractor's workspace may be inspected periodically for OSHA and DOE violations. Abatement of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to applicable DOE organizations, investigative organizations, and the DOE or OSHA inspector if a complaint is filed or an investigation or inquiry is initiated on a company employee.

C.2.1.20 Industrial Hygiene Support

- (a) The Contractor shall provide occupational medicine/Industrial Hygiene (IH) assistance to other organizations, including other onsite contractors and DOE as needed and requested, for the evaluation of workplace exposures to facilitate integration of the IH and medical surveillance program.
- (b) The relationship between the Occupational Medical Program and site contractor IH requirements is complex and demanding, therefore Contractor shall identify an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH) as a liaison. The scope of work for the CIH liaison is to facilitate meeting the requirements of this section.
- (c) The Contractor shall participate as requested in surveys, studies, assessments, and exposure monitoring to assist with advice to identify, evaluate, and control potential chemical, physical, or biological hazards in the work environment that may cause illness, injury, disease, or impaired well-being.
- (d) Upon request, the Contractor shall assist with the investigation of IH workforce complaints of potential workplace hazards and coordinate where appropriate with the affected employee and the appropriate organizations to resolve issues.
- (e) The Contractor shall serve on assessment or investigation teams as appropriate.
- (f) The Contractor shall assist, as requested, in providing guidance and recommendations concerning the selection, use, maintenance, and control of personal protective equipment (PPE).
- (g) The Contractor shall ensure individual exposure record(s) to chemical substances or physical agents are filed in the medical records to facilitate a robust medical surveillance program.
- (h) The Contractor shall provide appropriate assistance, as requested, to DOE and Hanford contractor staff (e.g., safety and environmental) and line organizations (e.g., engineering, program, and procurement) to ensure the incorporation of protective health measures in new equipment, new work procedures, emergency response protocols, and facilities.
- (i) The Contractor medical and IH staff shall provide expert consultation services in heat stress prevention, physiological monitoring, and perform heat stress assessments as requested.
- (j) As requested, the Contractor IH staff shall establish a formal mechanism to evaluate programmatically whether Hanford personnel are meeting occupational health related policies.

C.2.1.21 Hearing Protection

- (a) At a minimum, the Contractor shall be in compliance with the most current version of the OSHA Occupational Noise Exposure and Hearing Conservation regulations found in 29 CFR 1910.95 and other Washington State regulations as applicable. The Contractor is to provide audiograms for workers who are exposed to measured noise levels exceeding those allowed in current OSHA regulations, 10 CFR 851, and American Conference of Government Industrial Hygienists (ACGIH). The audiometric testing shall be performed by a licensed or certified audiologist, otolaryngologist, or other physician, or by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and properly using, maintaining and checking calibration and proper functioning of the audiometers being used. It is mandatory that employees and supervisors be notified of temporary or permanent standard threshold shifts in accordance with the above OSHA and State standards, ensuring that notification time frames are met. In keeping with NIOSH and Washington state recommendations and regulations, age correction is NOT to be performed on audiograms carried out by the Contractor.
- (b) The Contractor shall appoint a physician lead who has knowledge of OSHA requirements and has expertise in the area of Hearing Conservation Programs (HCP). This lead will set up HCP standing operating procedures and monitor compliance through a Peer Review process that uses critical HCP-related criteria to identify departures from the requirements, ensure standardization of communication and internal processes among providers, and improve the program.
- (c) The Contractor shall provide hearing loss data to Hanford organizations to prevent worker hearing loss, support identification and posting of potential hazardous noise locations. At a minimum, at least annually and by contractor or agency, the Contractor will report data that includes the number of audiometric tests performed on persons who are in a HCP; the number of permanent standard threshold shifts in either ear by fiscal year, by age, and by job category. The data is to be presented to Hanford organizations in support of their respective HCP for the identification of potential shortfalls and successes. The Contractor shall provide expert occupational medicine consultation in noise hazard assessment and hearing loss prevention, as well as consultation regarding noise hazards, engineering controls and hearing protection, as appropriate.

C.2.1.22 Project Controls and Management

The Contractor shall provide an Annual Execution Plan (AEP) that defines major activities (separately identified as fixed price scope {Section C.2.1}, cost reimbursable scope {Section C.2.2}, or [if applicable] IDIQ scope {Section C.2.3}) to be performed for the coming year and the level of funding associated with each (see section F.6 Reporting Requirements, item 4). The

AEP shall be defined to the second level of WBS and by major activity (e.g, labor, materials, testing, surveillance program, consulting, health education, etc.). The AEP shall contain an additional table showing the anticipated allocation of the aforementioned costs as distributed to each Hanford site contractor and DOE office for annual budget planning purposes. The Contractor shall report each month for activities as defined in the AEP on spending variance relative to AEP levels. The reporting level shall be to the level of WBS and category as noted

herein. The Contractor shall provide a report on cost variance relative to the AEP each month (see section F.6 Reporting Requirements, item 26).

The Contractor shall provide information and support to DOE on data gathering and reporting to assist budget formulation and financial analysis activities.

C.2.1.23 Legacy Pension and Benefit Plan Management

The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain retired contractor employees associated with work under a previous DOE occupational health services contract. The requirements associated with these responsibilities are set forth in the Section H Clause entitled, *Legacy Benefit Plans: Pension and PRB*. This does not include contributions to fund the Legacy Benefit Plans (see Section C.2.2.2).

C.2.1.24 Fixed-Price Non Labor

The contractor shall furnish all personnel, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described above and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope. Personnel includes providing a “readiness to serve” level of staffing. Materials, supplies, services and other non-labor costs may include, but are not limited to insurance, laundry, uniforms, office supplies, printing, postage, licenses/accreditation/professional fees, recruiting expense, educational assistance, relocation, travel, training, on-site exams and tests, medical and general supplies, microfilming, educational pamphlets/materials, book/magazine subscriptions, etc.

C.2.1.25 Health Care Accreditation

The contractor shall achieve and maintain accreditation to standards of the Accreditation Association for Ambulatory Health Care (AAAHC) as described in section H.14. Such accreditation shall be maintained throughout the contract period.

C.2.2 Cost Reimbursement Scope (with no fee)

C.2.2.1 Equipment

- (a) Purchases and Upgrades: The Contractor shall supply medical equipment and upgrades including facility upgrades as necessary for contract performance. Purchases and upgrades over \$5,000 must be approved in advance by the CO. Equipment purchases and upgrades does not include routine medical supplies and consumables (e.g., bandages, disinfectant, splints etc.), which shall be included in the Contractor's Firm Fixed Price.
- (b) Maintenance and calibration: The cost for maintenance and calibration of Government owned equipment is covered as a pass through cost under this section of the contract.
- (c) Office furniture and telephones in the clinic located at 1979 Snyder are not government owned equipment; except for computer systems and medical equipment are government owned. The incoming contractor shall furnish the clinic and provide telephones during the transition period. These are reimbursable costs and purchases shall be subject to approval by the contracting officer.

C.2.2.2 Legacy Pension and Benefit Plan Contributions

The contractor shall fund the Legacy Benefit Plans as set forth in the Section H Clause entitled, *Legacy Benefit Plans: Pension and PRB*.

C.2.2.3 Laboratory Services

Medical analysis services requiring the use of outside laboratories shall be reimbursable. For example, this includes BeLPT or blood analysis when performed by an outside laboratory. This does not include observation or analysis that is typically performed by an attending healthcare provider or in-house technician.

C.2.2.4 Vaccine Services

The Contractor shall provide vaccine services (serum w/ inoculation service) beyond a base service level of 5,000 influenza shots annually. Vaccine related services may be applicable to a large influenza outbreak and other epidemic situations.

C.2.2.5 Travel Medicine

The Contractor shall provide support services to Hanford and DOE workforce for official travel to include:

- (a) Traveler briefings with up to date information on destination environmental issues and infectious outbreaks in accordance with CDC guidelines (see www.cdc.gov/travel). Other resources may be used, such as Travax, as long as CDC travel guidelines are followed;
- (b) Travel related medical reviews prior to authorization of overseas travel to include: identifying the need for vaccinations (such as yellow fever), providing standard immunizations (such as tetanus-diphtheria, polio, measles mumps and rubella (MMR), hepatitis A and hepatitis B), reviewing and evaluating pre-existing medical conditions, personal medications, and destination medical capabilities;
- (c) Travel packets to employees traveling to overseas sites in accordance with CDC guidelines (see www.cdc.gov/travel), with packets containing some basic medical supplies, such as Tylenol, Band-Aids, non-adhesive bandages, gauze pads antibiotic ointment, anti-diarrhea medication, anti-pruritic cream, antihistamine, throat lozenges, cold relief tablets, anti-motion sickness medication, and antacids;
- (d) Prescriptions for malaria medications for travel to those countries that the Centers for Disease Control recommend malaria prophylaxis. OM physicians shall discuss the need for malaria prophylaxis individually with the traveler and prescribe the most appropriate anti-malarial medication; and
- (e) Information on other aspects of travel related medical concerns such as jet lag, stress, travelers' diarrhea, motion sickness, hypoxia, high altitude illness, decompression illness, and blood clots.

C.2.2.6 Government Vehicles

The Contractor may request to obtain leased Government vehicles(s), typically GSA or DOE owned, to perform work scope under this contract. Such a request shall be made on a special equipment request form obtained from the Hanford Mission Support Contractor and coordinated through the CO or COR. The use of Government vehicles is for the execution of Government business only. Allocation of such vehicles is controlled by the Hanford Mission Support Contractor for DOE and managed by vehicle use standards to assure full fleet utilization. Cost for such lease will be allocated to the Contractor. Maintenance and service of such vehicles are to be coordinated with the Hanford Mission Support Contractor. All drivers shall adhere to all State and Federal laws and DOE regulations. Accidents, including those with no property damage or injuries, are to be reported promptly in accordance with DOE and GSA guidelines

C.2.2.7 Badging

The Contractor shall obtain appropriate DOE badging for all employees. The Contractor shall ensure badges are appropriately returned upon termination of employment or at the end of the contract.

C.2.2.8 X-Ray

The Contractor shall ensure all x-rays are read by an American Board Certified Radiologist and asbestos-related chest x-rays are read by "B" readers in compliance with OSHA standards and 10 CFR 850. The Contractor shall ensure medical x-ray film or other media used and written reports are delivered to the clinic and become property of the Government.

C.2.2.9 Infrastructure Costs

Infrastructure services shall be acquired by the Contractor in accordance with Attachment J-3 Hanford Site Services and Interface Requirements Matrix where applicable. Charges associated with IT, desktop and network charges to supply workstations and necessary internet and local area network upgrades, maintenance, and connectivity are cost reimbursable as well as the infrastructure charges necessary for clinic operations, including electricity, water, sewer, and waste disposal (solid, clinical, and hazardous wastes).

C.2.2.10 Off-site Facility Costs: 200 West Health Care Center and Richland Clinic Locations

The Contractor shall maintain two clinics: the 200 West Health Care Center and a clinic in Richland, Washington (at 1979 Snyder Street). The lease for the Richland location is assumable and the Government requires the incoming contractor to assume the lease for this space. Costs associated with the lease of the facilities and associated utilities will be Cost Reimbursable. Services not available offsite in alignment with the J-3 table shall be acquired through the landlord or other sources.

C.2.2.11 EEOICPA Requirements

The Contractor shall provide requested claimant related medical or employment records in a timely, accurate, and electronic manner to the DOE. DOE will then provide those records to the Department of

Labor (DOL) to ensure the claimants will receive complete, timely, and fair claims adjudication by DOL.

C.2.2.12 Worker Safety & Health Program Updates

The contractor shall update the Safety and Health Program annually in compliance with 10 CFR 851 and provide the updated documentation to DOE in accordance with Table F 6, Reporting Requirements.

C.2.3 Indefinite Delivery/Indefinite Quantity (IDIQ) Scope

Work that is of a recurring nature but that cannot be sufficiently identified or quantified in advance to be included in the Firm-Fixed Price portion of the Contract is identified as IDIQ work. Such work may include the following:

- (a) The Contractor shall provide support in the event of natural disasters or catastrophic situations involving DOE or other federal agencies, as directed by the Contracting Officer. Such work does not include Emergency and Disaster Preparedness, as required by Section C.2.1.10.
- (b) The Contractor shall provide special consultative services and additional occupational health services not required by the Firm-Fixed Price portion of the Contract, and not capable of being performed within the Minimum Staffing Level, as defined in Section J, Attachment J-9, Annual Minimum Staffing Level.

It is anticipated that performance of IDIQ work will require the following positions: Physicians, Physicians Assistants, Psychologists, Nurses/Nurse Practitioners, Case Managers, Epidemiologists, Certified Medical Assistants, Certified Industrial Hygienists, or Registered X-Ray Technicians. Position Descriptions for these positions are defined in Section H.13, Qualification of Medical Personnel – Non-Key. Services of such personnel shall be performed by the Contractor at the Rates identified in Section B. If IDIQ work requires additional positions, the Government and the Contractor may negotiate additional positions and associated rates.

IDIQ work will be ordered by the Government under Task Orders issued pursuant to Section H clause entitled “Task Ordering Procedure”.

PART I- THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1	PERIOD OF PERFORMANCE.....	2
F.2	PRINCIPAL PLACE OF PERFORMANCE.....	2
F.3	HOURS OF SERVICE	2
F.4	FAR 52.242-15 STOP-WORK ORDER (AUG 1989).....	3
F.5	FAR 52.242-15 STOP-WORK - ALTERNATE I (APR 1984)	4
F.6	REPORTING REQUIREMENTS.....	5

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance (exclusive of the Transition Period) for the work specified in Section C, PWS, of this Contract shall commence on **October 1, 2012** and continue through **September 30, 2015** (base period and option year one), unless terminated sooner as provided for in other provisions of this contract. The Transition Period is anticipated to be 90 days from the issuance of the Notice to Proceed. The Contractor shall assume full responsibility of the contract upon receipt of a written Notice-to-Proceed issued by the Contracting Officer.

- (a) The basic period of performance is two (2) years from date of award.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
One	October 1, 2014 - September 30, 2015
Two	October 1, 2015 - September 30, 2016
Three	October 1, 2016 - September 30, 2017
Four	October 1, 2017 - September 30, 2018

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of this contract shall be the DOE Hanford Site and the Richland, Washington area.

Medical examinations shall be provided in the Richland, Washington area at a single main clinic. The Richland, Washington area is defined as follows: the area bounded on the north by the Hanford Site, on the east by the Columbia River, on the west by the Yakima River, and on the south by Interstate I-182.

In addition to the main clinic in Richland at 1979 Snyder Street, a satellite clinic shall be maintained at the 200 West Area on the Hanford Site central plateau. The government requires the incoming contractor to assume the existing lease at the main clinic in Richland. The 200 West area clinic will reside in facilities provided by the Government.

F.3 HOURS OF SERVICE

The Contractor shall operate the clinics as follows:

Monday to Friday: 7am to 5pm both clinics open and staffed

Onsite (200 West Area) clinic staffed until midnight with one receptionist and one registered nurse as minimum staffing.

Saturday: Offsite clinic closed / Onsite Clinic 7am to 4pm with one receptionist and one registered nurse as minimum staffing.

Sunday: Offsite and onsite clinics are closed all day Sunday

The clinic will be closed on site holidays. A holiday schedule of site holidays will be published at the beginning of each year.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 FAR 52.242-15 STOP-WORK - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.6 REPORTING REQUIREMENTS

The following reports are required from the Contractor. This list is subject to change at the sole discretion of the Contracting Officer or designee. Any deliverable that is required by any provision/clause of the contract that is not listed below does not relieve the Contractor of the requirement to provide that deliverable.

Incident Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
1.	Exposure, Injury, or environmental release incident report	Report the DOE Health & Safety Office, exposure to any substance, possible exposure to any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental release. Additional specific reporting requirements may apply per DOE O231.1A Chg.1 Environment, Safety, and Health Reporting and DOE M231.1-2 Occurrence Reporting and Processing of Operations	DOE M 231.1-1A, Chg 2, DOE O 580.1A	Daily	DOE-RL and ORP Health & Safety Office, CO, Program Office	Information	Immediate
2.	Property loss or damage incident report	A full report of all instances of loss, damage, destruction, and theft of Government property per DOE reporting guidelines. Suspected incidents of vandalism or purposeful destruction of property shall be reported to the Hanford Patrol (and Richland Police, as applicable) for investigation.	DOE O 580.1A	Per Occurrence	CO, DOE-RL Property Manager, Hanford Patrol	Information	Immediate upon discovery

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
3.	Transition Plan	Per Section C.2.1.23	C.2.1.23 Contract Transition	N/A	COR, CO	Review and Approval	5 days after award of contract
4.	Annual Execution Plan	Description of the proposed annual work scope to be accomplished, linked to regulatory or other "drivers" for the work scope, full-time equivalent (FTE) requirements and associated direct and indirect costs, broken-out by work breakdown structure (WBS) element	C.2.1.22 Project Controls and Management	Annually	DOE-RL Program Office, CO	Review and Approval	August 31
5.	Annual Self-Assessment Report	Self-assessment survey of occupational medical program, facilities, and professional staff annual performance relative to the Performance Evaluation and Measurement Plan for preceding Fiscal Year. Includes self-evaluation and supporting data on contractor performance relative to PEMP elements. Data must be adequate to support DOE verification. DOE reserves the right to perform independent assessment(s).	H.18 and J-10 Performance Evaluation and Measurement Plan	Annually	Program Office, CO	Information	October 7

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
6.	Site Occupational Medical Director's (SOMD) Annual Report	<p>A comprehensive, detailed report that identifies trends and analyzes effects, presents conclusions of medical surveillance analyses, and makes recommendations for improvements in protecting worker safety and health</p> <p>i. Ensure that the report provides/presents:</p> <ol style="list-style-type: none"> 1. Information on the relationship of site activities to the health and safety of site personnel, 2. Any trends and an analysis of their effects, 3. Conclusions of the medical surveillance analyses and recommendations to the DOE for improvements in protecting worker safety and health, 4. The results of any special studies directed by the DOE CO, or designee, 5. A description of the analyses, the bases for conclusions, a discussion of the urgency of the recommendations, and 6. An explanation of the benefits to the health and safety of the site workers and the DOE. <p>ii. Ensure that the report meets the standards for analyses and report preparation comparable to that required for acceptance by a peer-reviewed medical journal.</p> <p>iii. Present the results verbally to the Government at a time specified by the DOE CO after the report has been submitted.</p>	C.2.1.2 Medical Surveillance Data	Annually	Program Office, CO	Information	January 31
7.	Epidemiological Quarterly Report	<p>A summary report on the health status of the Hanford workforce, collectively and sorted by grouping, location, employer, and by job function, including results of any epidemiological studies. The data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs.</p>	C.2.1.2 Medical Surveillance Data	Quarterly	Program Office, CO	Information	45 days after the end of each quarter

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

8.	Contractor Quality Assurance Plan	<p>A Quality Assurance Plan in accordance with the applicable standards/requirements from the Accreditation Body: Accreditation Association for Ambulatory Health Care (AAAHC).</p> <p>(i) In accordance with the plan, conduct self-assessments to ensure continuous quality improvement and report the results to DOE.</p> <p>(ii) Report the Quality Assurance outcomes and improvement actions taken, to the DOE Program Manager as part of the SOMD's Report.</p> <p>(iii) Ensure that the report includes trending, analyses, detailed improvement plan(s) where indicated by predetermined thresholds, and assessments of how well the Contractor is meeting performance improvement goals.</p> <p>(iv) Ensure that, in addition to the Contractor's own performance indicators, the following DOE indicators are addressed:</p> <p>1. Unusual Events: At a minimum the following must be included in the Quality Assurance Plan and reports: any sentinel events such as deaths and serious injury, needle sticks, blood borne pathogen and body fluid exposures, medication errors, falls within the clinics or adjacent walking and parking areas, all customer complaints, injuries attributable to or associated with care or services, and any event that puts the Government or the Contractor at medical/legal risk. In addition to scheduled reporting, all unusual events shall be brought to the attention of the DOE Program Manager with notification that that the event occurred no later than the next business day, and all follow-up documentation within a mutually agreeable timeframe, generally not to exceed two weeks.</p> <p>2. Customer Satisfaction Surveys: Customer satisfaction surveys must be available to all clients in all major areas that deliver direct services. At a minimum, satisfaction surveys must include: efficiency in scheduling appointments, prompt attention upon arrival, courtesy of staff, explanation of procedures, privacy/confidentiality of the environment, explanation of results, answers to questions, clarity of follow-up actions that the client is to take, helpfulness of education and information provided, and overall satisfaction of services.</p>	AAAHC Standards/Requirements; C.2.1.13 Transition Requirements ; DOE O 414.1D;	Annual	Program Office, CO	Review and Approval	Initial w/ transition plan, 5 and 10 days after award of contract; Then Annually by Oct 15
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DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

9.	Tier II Emergency and Hazardous Chemical Inventory	Contractor chemical inventory is included in the site document compiled by the Hanford Mission Support Contractor (MSA), as required by the Emergency Planning and Community Right-To-know Act 312.	Emergency Planning and Community Right-To-know Act 312	Annually	DOE-RL Environmental management Division (EMD), CO	Information	March 1
10.	Dangerous Waste and Biennial Waste Minimization Report	Report includes shipping information, waste description and category, and recycling credit for RCRA Wastes (compiled by the Hanford Mission Support Contractor [MSA])	Resource Conservation and Recovery Act (RCRA)	Annually, with quarterly input	MSA, then DOE HQ, EPA and WA Dept of Ecology, CO	Information	February 1
11.	Toxic Chemical Release Inventory Report	Report lists release of EPCRA 313 chemical quantities	Emergency Planning and Community Right-To-know Act 312	Annually	MSA, then DOE HQ, EPA and WA Dept of Ecology, CO	Information	July 1
12.	Occupational Medical Services Utilization Report	Report that details the numbers and types of clinical and Employee Assistance Program (EAP) services provided, such as walk-ins, exams and immunizations, by job category and contractor employer.	G.2 Submission of Vouchers/Invoices	Monthly	Program Office, CO	Information	N/A
13.	Employee Concerns Report. Implementation Plan	1) Information on status of employee concerns program -- cumulative, for the fiscal year. 2) Describes ECP per DOE O 442.1A and DOE G 442.1-1 (Section H.26)	H.26; DOE O 442.1A, DOE G 442.1-1.	1) Quarterly 2) 90 days from award of contract	Employee Concerns Program (ECP), Asst. Mgr for Safety and engineering (AMSE), CO	1) Information 2) Review	1) January 15 th , April 15 th , July 15 th , October 15 th 2) 90 days from award of contract
14.	Collective Bargaining Agreement	Copy of the Agreement	H.5 Labor Relations	End of negotiations	Procurement Division (PRO), CO	Information	When Signed

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

15.	Worker's Compensation Website	Per H Clause Workers Compensation Website	H.20 Worker's Compensation	Once	COR, CO; DOE-RL Contractor Industrial Relations	Information	Within 45 days of close of transition
16.	Reportable Costs Report	Incurred outside cost related to workers' compensation claim. At the end of every month DOE's Third Party Administrator sends the Occ Med Provider by encrypted email a list of both new and closed workers' compensation claims for that month. The OMP reviews their records and advises the DOE's Third Party Administrator via encrypted email if they have incurred any outside cost that need to be reported to L&I under the workers' compensation claim.	C.2.1.3(b); C.2.1.4 Monitored Care; C.2.1.12 Case Management	Monthly	DOE's Third Party Administra tor	Information	5 days after receipt of list
17.	Pension Management Plan (PMP)	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE- RL Contractor Industrial Relations	Review and Approval	As requested
18.	Investment Policy	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Initial: Within 90 days of end of transition Thereafter: as changed	CO; DOE- RL Contractor Industrial Relations	Information	Initial: Within 90 days of end of transition Thereafter: as changed
19.	Administrative Cost Incurred	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE- RL Contractor Industrial Relations	Information	60 days after plan year end
20.	Benefit-Value Study	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Within 18 months of contract award, no later than (March 31, 2014), then every 3 years	CO; DOE- RL Contractor Industrial Relations	Review and Approval	Within 18 months of contract award, no later than (March 31, 2013), then every 3 years

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

21.	Form 5500	Per H Clause Copies of IRS 5500 forms with schedules, within nine (9) months of the last day of the current pension plan year; and	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	According to Internal Revenue Service Schedule
22.	Form 5300	Per H Clause Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	According to Internal Revenue Service Schedule
23.	FAS 87 and FAS 106	Per H Clause Copies of the FAS 87 and FAS 106 reports and updates for the plans	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	As requested
24.	Annual Actuarial Report	Per H Clause Actuarial Valuation reports and Funding reports for the pension plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	As requested
25.	Public Voucher (SF-1034) 1) Fixed Price and Cost Invoices. 2) Fee invoices.	1) Fixed Price and Cost Invoice.	1) G.2 Submission of Vouchers/Invoices Instructions 2) G.2 Submission of Vouchers/Invoices Instructions; B.17(d)	1) Monthly 2) Annually upon final determination of the award fee for the annual evaluation period by the FDO.	COR, CO	1) Review and Approval 2) Review and Approval	1) 15 th of Month for previous month 2) The contractor may invoice immediately upon final determination of the award fee for the annual evaluation period by the FDO.

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

26.	Billing Rate Variance Report	Variance between estimated and actual rates for services.	C.2.1.22 Project Controls and Management	Monthly	Program Office, Financial Management Division (FMD), COR, CO	Information	15 th of Month for previous month
27.	Program Performance Report (PPR)	Contractor's monthly Self-evaluation of Performance Report: backup and analyses for all work completed in performance of this contract.	E.6 Contractor's Self-Evaluation of Performance	Monthly	Program Office, CO	Review (approval as part of the Fee Evaluation)	15 th of Month for previous month
28.	Controlled Substances Inventory	Indicates control and protection of Government property	C.2.1.3 Diagnosis and Treatment of Injury or Illness	Semi-annually	Program Office, CO	Information	October 15, April 15
29.	Report of Records Holdings (REMOVED)						
30.	Records Management Plan (REMOVED)						
31.	Records Inventory and Disposition Schedule (RIDS) - Records File Plan	A RIDS (file plan) is a comprehensive outline that includes the records series title and description, active file locations, file arrangement, file cutoff, retention period, file transfer instructions, disposition instructions, and other specific instructions that provide guidance for effective management of records, including vital records.	C.2.1.9 Information and Records Management; 36 CFR, Chapter 12;	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 months of contract award
32.	Records File Plan Update	Biennial submittal of any revisions to the Records File Plan	36 CFR Chapter 12	Biennial	Program Office;; CO	Review and Approve	12 Months after contract award
33.	Records Disposition Plan	The Records Disposition Plan shall document the contractor's disposition process which shall include processing records to storage (e.g., on-site, commercial and/or the Federal Records Center) and the destruction process. This plan shall be developed and submitted for DOE approval prior to any records disposition activities.	C.2.1.9 Information and Records Management; 36 CFR, Chapter 12	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 months of contract award
34.	Vital Records	Describes how the contractor will identify records needed for	C.2.1.9	Within 6	Program	Review and	Within 6

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

	Program / Plan	performing essential functions and a plan to protect vital records and the recovery of any records affected by an emergency or disaster. Plan to include list of vital records.	Information and Records Management; DOE O 243.2	months of contract award	Office;; CO	Approve	months of contract award
35.	Vital Records Update	Annual submittal of any revisions to the vital records listing.	C.2.1.9 Information and Records Management	Annually	Program Office;; CO	Review and Approve	12 Months after contract award
36.	Privacy Act List of Systems of Records	The Contractor shall prepare and submit for DOE approval, in accordance with Federal Acquisition Regulation clause 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program: (1) a list of the systems of records that fall under the Privacy Act and (2) note the design, development, or operation work that will be performed, and (3) the responsibility of each system. Systems currently covered by the Privacy Act can be found in the Federal Register.	C.2.1.9 Information and Records Management; DEAR 970-5204-3; FAR 52.224-2; DOE O 206.1;	Within 90 days of contract award	DOE Privacy Act Officer; CO	Review and Approval	Within 90 days of contract award
37.	Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	C.2.1.9 Information and Records Management	Annually	Program Office, CO	Information	As requested
38.	Customer Satisfaction Report	A report that summarizes the results of customer satisfaction surveys from end-users and site contractor management.	J-10 Performance Evaluation and Measurement Plan	Quarterly	Program Office, COR, CO	Information	5 days after receipt of survey results from vendor
39.	Accreditation Requirements Reports	H Clause "Accreditation Requirements": 1) Communications to and from the AAAHC; 2) Action Plan; 3) monthly progress report, and 4) quality indicators submitted to the AAAHC	H.14 Accreditation Requirements	As required	Program Manager, COR, CO	Information	1) 5 business days, 2) 10 business days. 3) monthly, 4) as required

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

40.	Organizational Chart; Standards and procedures	Per H Clause	H.37. Contractor's Organization	As required	COR, CO	Information	Upon award and subsequent updates
41.	System Categorization; Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation document; System Security Plan	Per H Clause "Information Technology"	H.41 Information Technology	N/A	Program Office, DOE-RL CIO, COR, CO	Review and Approval	March 31, 2013
42.	Recommended improvements to enhance Hanford occupational and preventive health programs	Recommended improvements to enhance Hanford occupational and preventive health programs, based on contractor review of Federal, State, and DOE documents, and trade publications. Reports shall determine applicability and impact of any new or proposed regulations or best practices on operations, and alert the CO, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.	C.2.1.7 Health Program Improvements	As identified	Program Office, CO	Information	As identified
43.	Facility/Site Visit Form	Worksite Visit Reports following the monthly coordinated visits to the worksite by Occupational Health providers, including the SOMD, all physicians and all mid-level practitioners. This requirement does not apply to casual visits, coordinated presentations, or brief consultative visits.	C.2.1.11 Field / Facility Worksite Visits (WSV)	As WSV completed	Worksite visit representative of the host organization POC	Information	By end of month for previous month
44.	Consultative Reports	The Occ Med contractor will be requested to provide industrial hygiene support and expert consultation. When written reports are requested, the quantity and depth of these reports shall be adequate for the purpose.	C.2.1.20 Industrial Hygiene Support	As requested	Requesting Organization	Information	As requested

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

45.	Beryllium Registry Submittal	Data for each beryllium-associated worker is to be submitted to the Beryllium Registry semi-annually. The Occupational Medicine Contractor has been identified as the lead coordinator by the Hanford Site-Wide Chronic Beryllium Disease Prevention Program (DOE-0342). The Oak Ridge Institute for Science and Education (ORISE) maintains the Beryllium Associated Worker Registry (BAWR) for the U.S. Department of Energy (DOE) Office of Health, Safety and Security (HSS).	C.2.1.5 Legacy Health Issues; 10 CFR 850.39(h);	Semi-annual	ORISE BAWR	Information	July 30 th for the time period January 1 st through June 30 th ; and by January 30 th for the time period July 1 st through December 31 st
46.	Illness and Injury Monthly Report	Illness and Injury data as described in DOE-STD-1190-2007 Generally: 1) roster data updated periodically, 2) illness and injury data as reported by workers through the return to work process following an illness or injury-related absence, 3) OSHA 300 log data, and 4) disability retirements and deaths among actively employed workers	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1-1A, Chg 2; DOE O 440.1	Monthly	Illness and Injury Surveillance Data Center (Currently at Oak Ridge Institute for Science and Education – ORISE)	Information	15 th of Month for previous month
47.	Illness and Injury Roster Quarterly Update	Illness and Injury roster data as described in DOE-STD-1190-2007. Information concerning all contractor and subcontractor workers who are covered by 10 CFR 851 Worker Health and Safety Rule	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1-1A, Chg 2; DOE O 440.1	Quarterly	Illness and Injury Surveillance Data Center (Currently at Oak Ridge Institute for Science and Education – ORISE)	Information	Complete, unabridged Roster due January 1; Quarterly updates each quarter: April 1, July 1, October 1

DE-EM0002043, Modification 037
Occupational Medical Services at Hanford

48.	Worker Safety & Health Program (WSHP)	Safety and Health Program (WSHP)	C.2.1.14 Participation in Site Safety & Health Efforts; 10 CFR 851	Once	Program Office, CO	Approve	45 days after contract signing
49.	Worker Safety and Health Program annual update	Safety and Health Program (WSHP) annual update	C.2.2.12 Worker Safety & Health Program Updates; 10CFR851	Annually	Program Office, CO	Review	Annually on anniversary of initial plan approval
50.	Initial nomination of Physical Protection Medical Director (PPMD)	The Contractor must nominate in writing a nominee for the PPMD position, providing appropriate documentation for review.	10 CFR 1046.4(1)	As required	Program Office, CO	Approve	Within 60 days of designation of assignment
51.	Initial nomination of Designated Physician (DP)	The PPMD must nominate in writing one or more nominees for Designated Physician positions, providing appropriate documentation for review.	10 CFR 1046.4 (b) & (c)	As required	Program Office, CO	Approve	Within 60 days of designation of assignment
52.	Retention or replacement of PPMD	The PPMD's supervisor of record must send a letter reporting on the current credentials of the PPMD recommending retention or replacement. Immediate notification must be made if a PPMD is relieved of duties or replaced.	10 CFR 1046.4 (f)	Annually	Program Office, CO	Approve	June 30
53.	Annual Activity Report	The PPMD must review the current credentials of each DP and make a recommendation to the employer to either retain or replace each incumbent. Notification from the employer of any changes is required.	10 CFR 1046.4 (e)	Annually	Program Office, CO	Approve	June 30
54.	Medical Activity Summary	The PPMD must submit a letter summarizing the medical activity conducted during the previous year. The letter submitted must comply with applicable DOE requirements specifying report content.	10 CFR 1046.4 (g)	Annually	Program Office, CO	Approve	June 30

SECTION J

Attachment J-1

LIST OF APPLICABLE FEDERAL LAW & REGULATIONS - LIST A

The federal laws and regulations listed in the table below contain requirements normally relevant to the Contractor scope of work. These laws and regulations, and others, apply regardless whether they are explicitly stated in the Contract. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees.

This list does not have to be provided in the Contract, but it may be appended to the Contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to DEAR clause 970.5204-2. The Contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Code (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope.

The Contractor will notify DOE and a determination will be made regarding modification to the contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation	Regulation Title
6 CFR 37	Real ID Driver's Licenses and Identification Cards
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 820	Procedural Rules for DOE Nuclear Facilities
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 830	Nuclear Safety Management
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1046	Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel
48 CFR Part 970.5203-2	Performance Improvement and Collaboration
48 CFR Part 970.5204-2	Laws, Regulations, and DOE Directives
48 CFR Part 970.5215-3	Conditional Payment of Fee, Profit, or Incentives (or alternatively, 48 CFR Part 952.223-76 or 952.223-77, Conditional Payment of Fee or Profit)
49 CFR Part 173.417	Authorized Fissile Material Package
49 CFR Part 173.420	Uranium Hexafluoride (Fissile, Fissile Excepted, and Non-Fissile)
49 CFR Part 173.427	Transport Requirements for Low Specific Activity (LSA) Class 7 (Radioactive) Materials and Surface Contaminated Objects (SCO)
42 U.S.C. 2297h-8(a)	Employee Protections