

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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 993382320		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 012911892 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)  
See Schedule Net Increase: \$1,781,254.10

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) Mutual Agreement

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 DOE Hanford Site.

1. In accordance with Contract Clause B.18, Obligation of Funds, this modification obligates funding in the amount of \$1,781,254.10 to the contract, increasing the total obligation from \$14,017,684.51 to \$15,798,938.61. This obligation includes Fixed Price funding in the amount of \$1,151,159.83 and Cost Reimbursement with no Fee funding in the amount of \$630,094.27. This contract action changes contract Section E, Page B-11, Clause B.18 and B.19.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Contracts + Finance		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John J. Wiltshire	
15B. CONTRACTOR/OFFEROR Laura Mills (Signature of person authorized to sign)	15C. DATE SIGNED 8-14-13	16B. UNITED STATES OF AMERICA John J. Wiltshire (Signature of Contracting Officer)	16C. DATE SIGNED 08/14/13

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## 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**

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

\* 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:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year One	\$917,014	\$11,004,166
Year Two	\$939,753	\$11,277,038
<b>Total Firm-Fixed-Price</b>		<b>\$22,281,204</b>

(b) The Total Available Award Fee for the Basic Term of Performance provided in paragraph B.2 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year One	\$300,000.00
Year Two	\$310,000.00
<b>Total Available Award Fee for Basic Term</b>	<b>\$610,000.00</b>

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

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

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year One	\$4,100,000.00
Year Two	\$4,182,000.00
<b>Total Estimated Cost (with no fee)</b>	<b>\$8,282,000.00</b>

**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:

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

\*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:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Three	\$965,325	\$11,583,903

(b) The Total Available Award Fee for Option One, paragraph B.5 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
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:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year Three	\$4,266,000.00

**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:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Three</b>
<b>Physician</b>	<b>1000</b>	<b>\$169.54</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$97.92</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$88.65</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$69.70 RN \$96.70 NP</b>

<b>Case Manager</b>	<b>1000</b>	<b>\$69.70</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$64.68</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$46.36</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$95.11</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$50.73</b>

\*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:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Four	\$998,058	<b>\$11,976,698</b>

(b) The Total Available Award Fee for Option Two, paragraph B.8 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year Four	<b>\$330,000.00</b>

**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:

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

**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:

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

\*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:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Five	\$1,019,972	<b>\$12,239,667</b>

(b) The Total Available Award Fee for Option Four, paragraph B.11 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year Five	<b>\$340,000.00</b>

**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:

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

**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:

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

\*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:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
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Year Six	\$1,057,840	<b>\$12,694,077</b>
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(b) The Total Available Award Fee for Option Four, paragraph B.14 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year Six	<b>\$350,000.00</b>

**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:

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

**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:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Six</b>
<b>Physician</b>	<b>1000</b>	<b>\$186.59</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$107.77</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$97.56</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$76.71 RN \$106.43 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$76.71</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$71.18</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$51.02</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$104.68</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$55.84</b>

\*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 \$11,096,754.28 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 \$4,604,000.00 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 9/30/2013. 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 9/30/2013, 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**

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## 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) and psychological)
- 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);

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.2.2.2.)
- (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. Medical Records are Vital Records and are required to meet DOE O 243.2, Vital Records;
- 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; and
- 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.

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](http://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](http://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**

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**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, 2014**, 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:

<b><u>Option No.</u></b>	<b><u>Period of Performance</u></b>
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.

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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	Per Occurrence	DOE-RL 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

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
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
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"> <li>1. Information on the relationship of site activities to the health and safety of site personnel,</li> <li>2. Any trends and an analysis of their effects,</li> <li>3. Conclusions of the medical surveillance analyses and recommendations to the DOE for improvements in protecting worker safety and health,</li> <li>4. The results of any special studies directed by the DOE CO, or designee,</li> <li>5. A description of the analyses, the bases for conclusions, a discussion of the urgency of the recommendations, and</li> <li>6. An explanation of the benefits to the health and safety of the site workers and the DOE.</li> </ol> <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	A summary report on the health status of the Hanford workforce,	C.2.1.2	Biannual	Program	Information	March 1, 45

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	Quarterly Report	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.	Medical Surveillance Data		Office, CO		45 days after the end of each quarter
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>	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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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		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.					
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 that details the numbers and types of clinical and Employee Assistance Program (EAP) services provided, such as walk-ins, exams	G.2 Submission	Monthly	Program Office, CO	Information	N/A

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	Report	and immunizations, by job category and contractor employer.	of Vouchers/Invoices				
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 <sup>th</sup> , April 15 <sup>th</sup> , July 15 <sup>th</sup> , October 15 <sup>th</sup>  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
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 Administrator	Information	5 days after receipt of list
17.	Pension Management	Per H Clause	H.7. Legacy	Annual	CO; DOE-	Review and	As requested

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	Plan (PMP)		Benefit Plans: Pension and PRB		RL Contractor Industrial Relations	Approval	
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	1 <sup>st</sup> year of contract, then every 3 years	CO; DOE-RL Contractor Industrial Relations	Review and Approval	1 <sup>st</sup> year of contract, then every 3 yea
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	H.7. Legacy	Annual	CO; DOE-	Information	As requested

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		Copies of the FAS 87 and FAS 106 reports and updates for the plans	Benefit Plans: Pension and PRB		RL Contractor Industrial Relations		
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 <sup>th</sup> 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.
26.	Billing Rate Variance Report	Variance between estimated and actual rates for services.	C.2.1.22 Project Controls and	Monthly	Program Office, Financial	Information	15 <sup>th</sup> of Month for previous

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
			Management		Management Division (FMD), COR, CO		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 <sup>th</sup> 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	Identifies volume of active records being maintained by the Contractor	C.2.1.9 Information and Records Management	Annually	Program Office, CO	Information	N/A
30.	Records Management Plan	The Records Management Plan is a high-level program document that shall describe, at a minimum: how the Contractor will manage all life-cycle phases of Government-owned records, records management training to all contractor personnel; the safeguarding, protection and maintenance of records use of NARA approved Records Disposition Schedules;; and the Contractor's procedures for implementation of the records management program as a whole, including relationships with other programs that cannot respond properly without sound records search and retrieval capabilities (e.g., processing claims received by the Department of Labor pursuant to the EEOICPA, FOIA, etc.).	C.2.1.9 Information and Records Management; 36 CFR Chapter 12	Within 60 days of contract award	Program Office; DOE – EMCBC RMFO; CO	Review and Approve	Within 60 days of contract award
31.	Records Inventory and Disposition Schedule (RIDS) -	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	C.2.1.9 Information and Records	Within 6 months of contract	Program Office;; CO	Review and Approve	Within 6 months of contract

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	Records File Plan	instructions, and other specific instructions that provide guidance for effective management of records, including vital records.	Management; 36 CFR, Chapter 12;	award			award
32.	Records File Plan Update	Bi-annual submittal of any revisions to the Records File Plan	36 CFR Chapter 12	Bi-annually	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 Program / Plan	Describes how the contractor will identify records needed for 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.	C.2.1.9 Information and Records Management; DOE O 243.2	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 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	Identifies active records and approved schedule for disposition of	C.2.1.9	Annually	Program	Information	As requested

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	and Disposal Schedules	records	Information and Records Management		Office, CO		
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
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	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	C.2.1.7 Health Program	As identified	Program Office, CO	Information	As identified

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	occupational and preventive health programs	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.	Improvements				
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
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 <sup>th</sup> for the time period January 1 <sup>st</sup> through June 30 <sup>th</sup> ; and by January 30 <sup>th</sup> for the time period July 1 <sup>st</sup> through December 31 <sup>st</sup>
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,	10 CFR 850; 10 CFR 851; Atomic Energy Act of	Monthly	Illness and Injury Surveillance Data	Information	15 <sup>th</sup> of Month for previous month

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		and 4) disability retirements and deaths among actively employed workers	1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1-1A, Chg 2; DOE O 440.1		Center (Currently at Oak Ridge Institute for Science and Education – ORISE)		
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
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

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Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
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

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## SECTION H

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 MODIFICATION AUTHORITY**

Notwithstanding any of the other clauses of this contract, the CO shall be the only individual authorized to:

- (a) Accept nonconforming work,
- (b) Waive any requirement of this contract, or
- (c) Modify any term or condition of this contract.

#### **H.2 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

The representations, certifications, and other statements of offeror, completed by the Contractor, are hereby incorporated by reference and made a part of this contract.

#### **H.3 DEFINITIONS**

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

- (d) Protected Area. A specifically defined area that is enclosed by physical barriers (e.g. walls or fences), subject to access controls, surrounding a material access area or containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

#### **H.4 WORKFORCE TRANSITION**

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this Contract to employees of the predecessor contractor who meet the qualification for a particular position. Incumbent employees are the employees of Computer Sciences Corporation (CSC) – Hanford Occupational Health Services who hold regular appointments or who are regular employees. This right of first refusal takes priority over the hiring preference provided in Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, as set forth in the Section I clause entitled DEAR 952.226-74, Displaced Employee Hiring Preference. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

#### **H.5 LABOR RELATIONS**

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and all applicable Federal and State labor relations laws.
- (c) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required by the Contracting Officer.

#### **H.6 COLLECTIVE BARGAINING AGREEMENTS**

Consistent with applicable labor law and regulations, the Contractor shall recognize and bargain in good faith with the collective-bargaining representatives (e.g., the United Staff Nurses Union and the United Food and Commercial Workers) of employees performing work that has historically and traditionally been performed by these union members and is covered in the scope of this contract.

## **H.7 LEGACY BENEFIT PLANS: PENSION AND POST RETIREMENT BENEFITS (PRBS)**

- (a) The Contractor shall become a sponsor of the following legacy benefit plans: CSC Occupational Health Services Retirement Plan and the CSC Hanford Retiree Medical Plan (collectively the “Plans”). The contractor shall be responsible for maintaining the qualified status of those plans.
- (b) Employees of the predecessor contractor whom are hired by the Contractor and are currently active participants in the CSC Occupational Health Services Retirement Plan shall remain in their existing pension plan pursuant to pension plan eligibility requirements and applicable law.
- (c) The Plans identified in paragraph (a) shall be managed and administered separately from any other benefit plan so as to preserve the Plans’ separate and distinct identities.
- (d) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to either of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.
- (e) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (f) The Contractor shall not terminate the benefit Plans listed in paragraph (a) during the term of the Contract without prior approval of the Contracting Officer in writing.
- (g) Cost reimbursement for Post-Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (h) All costs of administration shall be costs of each Plan individually. Costs of administration shall be directly billed to the Plans and not charged by indirect allocation.
- (i) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the Plans.
- (j) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. Within 60 days of the end of each plan year, the Contractor shall annually provide an itemization of costs incurred for plan administration for each Plan identified in paragraph (a) to the Contracting Officer.

- (k) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for the CSC Occupational Health Services Retirement Plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of the Plan's Investment Performance Self-Assessment.
- (l) The Contractor shall comply with the Investment Policy Statements developed for the Plan. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statement provided to DOE, the additional costs incurred are not allowable.
- (m) For cost allocability and reimbursement purposes, the Plans identified in paragraph (a) shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and the *Employee Retirement Income Security Act* (ERISA).
- (n) Requirement for Benefit Value Study: Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Benefit Value Study as described below.
  - 1. An initial Employee Benefit Value Study (Ben-Val) must be done during the first twelve (12) months of the period of performance of the contract; successive Ben-Val studies are required every three years for all plans identified in paragraph (a). A Ben-Val Study is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer.
  - 2. When net Benefit Value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
  - 3. Within two (2) years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value as approved by the Contracting Officer.
- (o) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
- (p) For each plan listed in paragraph (a) for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following:

1. Copies of IRS 5500 forms with schedules, within nine (9) months of the last day of the current pension plan year; and
  2. Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a Plan.
  3. Copies of the FAS 87 and FAS 106 reports and updates for the Plans.
  4. Actuarial Valuation reports and Funding reports for the pension plan.
  5. Annual Pension Management Plan as defined by the Department of Energy.
  6. Any other reports required or requested by the Contracting Officer.
- (q) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are deemed allowable pursuant to FAR 31.205-6.
1. For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and
  2. A copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
  3. Except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the legal counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector pension plans;
  4. The Summary Plan Description;
  5. Any such additional information as requested by the Contracting Officer; and
  6. The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan.

## **H.8 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS**

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the plans listed in the Section H.7 Clause entitled, *Legacy Benefit Plans: Pension and Post Retirement Benefits* (collectively, the “Plans”) of this contract, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.
- (b) If this Contract expires or terminates and DOE has not awarded a contract to a new contractor under which the new contractor becomes a sponsor and assumes responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be “Contract Completion” for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor’s obligations regarding the Plans at the time of Contract Completion:
1. Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the sponsor of the Plans, in accordance with applicable legal requirements.
  2. The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as the Plans prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions.

## **H.9 NO THIRD PARTY BENEFICIARIES**

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right

of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

**H.10 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this Contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects Contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the Contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the Contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated Contract cost, the fee (if any), or the time required for Contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the Contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the Contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its

authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the Contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must:

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract effort and does not constitute a change under the Changes clause of the Contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the Contract or to agree upon the Contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes"

#### **H.11 KEY PERSONNEL**

- (a) The personnel specified below are considered to be essential to the work being performed hereunder. Prior to removing, replacing or diverting any of the specified individuals to other programs, the Contractor must notify the CO reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program and to obtain the CO's written approval.
- (b) The CO is to be notified reasonably in advance of diverting or substituting for any of these individuals. Notice shall be given not less than 30 days before diversion or substitution. No change shall be made by the Contractor without the written consent of the CO.
- (c) Unless approved in writing by the CO, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days. Whenever, for any reason, one or more of the employees listed in paragraph (e) below is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications as compared to the incumbent employee, giving serious consideration to the benefits derived from utilizing the talents and capabilities of a diverse workforce. This clause

may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

- (d) The Contractor organizational structure shall have a Principal Manager, a Site Occupational Medical Director, Clinic Director, and a Nursing Director. The organizational structure shall identify any additional Key Personnel deemed essential to the work being performed.
- (e) Key personnel for the provision of services are as follows:

**DESIGNATED KEY PERSONNEL**

NAME	TITLE
<u>Mr. Douglas Kollasch</u>	<b>Principal Manager</b>
<u>Dr. Karen Phillips</u>	<b>Site Occupational Medical Director</b>
<u>Dr. Denise Dixon Algood</u>	<b>Clinic Director</b>
<u>Ms. Virginia Hebard</u>	<b>Nursing Director</b>

- (f) Anytime any member of Key Personnel is replaced or removed for any reason under the Contractor’s control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the Section H.37 clause, DEAR 970.5203-3, Contractor's Organization) within two years of contract award, or within two years of being placed in the position, whichever is later, the Contractor shall forfeit \$250,000 in contract price if said Key Personnel is the Principal Manager or Site Occupational Medical Doctor, and \$100,000 in contract price for each removal, replacement, or diversion of all other key personnel within two years after effective date of the contract or within two years of being placed in the position. Likewise, if within two years of contract award, or within two years of being placed in the position, whichever is later, any Key Personnel voluntarily resigns, the Contractor shall forfeit \$250,000 in contract price if said Key Personnel is the Principal Manager or Site Occupational Medical Doctor, and \$100,000 in contract price for each occurrence with all other Key Personnel. The Contractor may request, in writing, that the CO waive all or part of these reductions in price, if special circumstances exist. The CO shall have unilateral discretion to waive or not to waive all or part of the contract price reduction.
- (g) The Contractor shall immediately notify the CO if the Contractor deems immediate removal or suspension of any member of Key Personnel is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause in Section H.37 entitled “DEAR 970.5203-3, Contractor’s

Organization”. The Contractor may remove or suspend such person at once, although the Contractor must notify the CO prior to or concurrently with such action.

(h) Key Personnel positions are subject to DOE acceptance and approval.

## **H.12 QUALIFICATIONS OF KEY PERSONNEL**

The requirements for medical personnel are as follows:

- (a) Principal Manager: The Principal Manager, who has overall management, operating, and contracting authority for the Contractor, shall have a minimum of 5 years of recent management and supervisory experience in a similar position wherein responsibilities entailed managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Principal Manager shall possess a Master’s degree in Business Administration (MBA) or a Master’s of Science in Business (M.S. – Business), Master’s in Public Health (MPH) or Master’s in Health Administration (MHA) from an accredited college or university. Graduate level coursework in the health administration field is required. In addition, the Principal Manager must be eligible for a DOE Access Authorization.
- (b) Site Occupational Medical Director (SOMD): The SOMD, who has responsibility for overseeing the provision of Hanford Occupational Medical Services and advising DOE on medical issues, shall possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), aerospace medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The SOMD shall have a minimum of 3 years of experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C. In addition, the SOMD must be eligible for a DOE Access Authorization.
- (c) Clinic Director: The Clinic Director, who has operational responsibility for the provision of all medical services, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, or shall possess a Master’s degree in Public Health (MPH) or Master’s in Health Administration (MHA). The Director shall have a minimum of 3 years of experience in provision of occupational medical services similar in complexity and type to the services described in Section C.
- (d) Nursing Director: The Nursing Director, who has supervisory responsibility of the nursing staff, shall be a Certified Occupational Health Nurse (COHN), and possess a minimum of a Bachelor’s of Science degree in Nursing (BSN). A Master’s of Science degree in Nursing (MSN) or a relevant field (e.g. MBA or M.S. - Business, Masters of Public Health (MPH)) is desirable. The Nursing Director shall have a minimum of 5 years nursing supervisory experience in an occupational health setting of similar complexity and have knowledge of accreditation standards, risk management principles and practice, and quality improvement processes. Experience in leading a

clinical element supporting organizational achievement of accreditation by a national accreditation body is highly desirable. The Nursing Director shall have successfully completed the American Heart Association (AHA) in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. BLS and ACLS certification shall be maintained and current at all times.

### **H.13 QUALIFICATION OF MEDICAL PERSONNEL- NON-KEY**

The requirements for medical personnel, other than those listed in Section H clauses entitled *Key Personnel* and *Qualifications of Key Personnel* are as follows:

- (a) Physicians: Physicians shall possess a M.D. or D.O. degree, and possess a valid, unrestricted license to practice medicine in the State of Washington. Physicians shall have completed an internship or one-year of residency in a primary care specialty (e.g. OEM, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association (AHA) in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. BLS and ACLS certification shall be maintained and current at all times. It is highly desirable that physicians be board certified in OEM, and it is highly desirable the Beryllium Lead physician have a background history of clinical practice in the diagnoses and/or treatment of occupational pulmonary diseases. In addition, physicians must be eligible for a DOE Access Authorization.
- (b) Physician Assistants: Physician assistants shall be licensed in the State of Washington (Revised Code of Washington - RCW, Title 18, Chapter 18.71A applies). The physician assistants shall have a minimum of 2 years of clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the AHA BLS and ACLS training. BLS and ACLS certification shall be maintained and current at all times.
- (c) Psychologists: Psychologists shall hold a doctoral degree from a clinical psychology program that includes completion of a one-year clinical internship approved by the American Psychological Association or an equivalent program; have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test); have a valid unrestricted license to practice clinical psychology in the State of Washington. In addition, the psychologists must be eligible for a DOE Access Authorization.
- (d) Nurse/Nurse Practitioner: Nurses and nurse practitioners [i.e., Registered Nurses (RN), Licensed Practical Nurses (LPN), Nurse Practitioners (NP), Advanced Registered Nurse Practitioners (ARNP)] shall be licensed in the State of Washington (RCW, Title 18, Chapter 18.79 applies). They shall have a minimum of two years of clinical experience in provision of general medical services. Clinical experience in

providing Occupational Health services is highly desirable. They shall have successfully completed the AHA BLS and ACLS training. BLS and ACLS certification shall be maintained and current at all times.

- (e) Case Manager: Case Managers who perform the requirements of Section C shall be Registered Nurses (RN) currently licensed in the State of Washington with Bachelor's degree in Nursing or a RN with Certification as a Case Manager (CCM) with 5 years of experience as a CCM. Certification as a CCM is preferred. The Certified Occupational Health Nurse (COHN) credential is desirable. Case Managers must possess 3 years of experience in Occupational Health Nursing, with documented case management experience, and an understanding of workers compensation and return to work processes. Case Managers must understand applicable regulations that apply to the cases they manage. At a minimum, the Case Managers must have familiarity with the Civil Rights Act of 1964, Federal Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990. The Case Managers shall have successfully completed the AHA BLS training course and maintain a current BLS certificate.
- (f) Substance Abuse/Medical Review Officer: The Substance Abuse/Medical Review Officer, who has responsibility for evaluating employees with substance abuse disorders and making placement recommendations, shall be a currently licensed M.D. or D.O. in the State of Washington and shall hold current Medical Review Officer certification. This Officer shall have completed an internship or one year of residency in a primary care specialty (OEM, Internal Medicine, General Practice, Family Practice, Emergency Medicine, or Psychiatry). This Officer shall have experience:
- 1) providing primary health care and primary occupational health care;
  - 2) as a Medical Review Officer with oversight of substance abuse rehabilitation;
  - 3) receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results; and
  - 4) performing MRO duties in accordance 49 CFR part 40, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*.

The Substance Abuse/Medical Review Officer function may be performed by any one of the qualified staff physicians and does not have to be a full-time discrete position within the Contractor's organization. The physician filling this position shall have successfully completed the AHA BLS and ACLS training. BLS and ACLS certification shall be maintained and current at all times.

- (g) Risk Communicator: The Risk Communicator shall have a Bachelors Degree in either a medical field, toxicology, or related field; a M.D. and Masters in Public Health (MPH) is preferred. They shall have a minimum of 5 years of experience in risk communication, preferably in the public or Government arena. The Risk Communicator experience shall include experience in promoting understanding by facilitating discussion of complex, potentially emotionally charged issues within

diverse groups. Experience in working with groups of workers in an industrial setting and working with the public is highly desirable.

- (h) Epidemiologist: The Epidemiologist shall have experience in a chemical/D&D/nuclear industrial occupational medical epidemiological surveillance setting, which should include previous experience in the following areas: evaluating the health experience of employees exposed to a known concentration or below commonly accepted occupational exposure limits (OEL), estimation of baseline rates of illness and mortality, screening mechanism for identifying excess risk of illness, and providing assistance in the design and interpretation of special studies. The minimum educational requirement is an undergraduate degree in biological sciences and a master's degree from a school of public health in the subject of epidemiology; a PhD in the subject area is preferred. The epidemiologist shall have a minimum of two years of experience in performing complex analysis and drafting comprehensive reports and presentations for high level, decision-making audiences.
- (i) Certified Industrial Hygienist: The Certified Industrial Hygienist (CIH) shall be certified by the American Board of Industrial Hygiene (ABIH) and have industrial hygiene experience in a chemical/D&D/nuclear industrial setting, which should include experience in evaluating workplace environments where the potential for exposure to chemical substances (mixtures) are below commonly accepted occupational exposure limits (OEL). It is desirable for the CIH to possess the skills, knowledge, and experience to provide assistance in the design, performance, controls, and/or interpretation of epidemiological studies and physical agents (including health impacts). Knowledge and experience in the evaluation of potential Beryllium exposure and controls is desirable.
- (j) Registered X-Ray Technician: The Registered X-Ray Technician shall possess a current registration with the Washington State Department of Health per Revised Code of Washington (RCW) Title 18, Chapter 18.84.
- (k) Medical Assistant: Medical Assistant Certified shall be certified by the State of Washington based upon Washington Administrative Code (WAC) 246-827. A Medical Assistant Registered credential certified by the State of Washington per WAC 246-827 may also serve in this capacity.

#### **H.14 ACCREDITATION REQUIREMENTS**

- (a) The Contractor shall meet the accreditation requirements established in this clause and ensure personnel supporting this contract meet the education, certification, and licensing requirements pertaining to their positions.
- (b) The Contractor shall achieve and maintain accreditation for occupational health services from the Accreditation Association for Ambulatory Health Care (AAAHC), in accordance with the Contractor's accreditation plan.

- (c) The Contractor shall achieve such accreditation no later than 24 months after the beginning of the contract performance period.
- (d) The Contractor shall:
  - i. Submit to the DOE Program Manager within 3 business days all communications to and from the AAAHC, including but not limited to, all reports, letters, and comments from surveyors and other officials from or representing the accrediting body.
  - ii. Submit to the DOE Program Manager within 10 business days an action plan with timelines outlining how all deficiencies or non-compliance with policies, procedures, or standards (includes both partially compliant and non-compliant) will be corrected with monthly progress reports until all deficiencies or non-compliances have been corrected to the satisfaction of the accrediting body and the DOE Program Manager.
  - iii. Submit all quality indicators submitted to the AAAHC, to the DOE Program Manager.

#### **H.15 HEALTH AND SAFETY**

- (a) The Contractor shall take all reasonable precautions in the performance of the work to protect the safety and health of Hanford Site employees, the public and the environment.
- (b) The Contractor shall comply with Hanford requirements for work performed on the Hanford Site, including requirements for activities conducted in areas that may contain chemical, biological, physical, and/or radiological hazards.
- (c) Contractor employees that require access to Hanford Site's radiologically controlled areas and/or are located at the First Aid Stations on the Hanford Site, may be required to use Hanford Site dosimetry and shall comply with Hanford Site dosimetry requirements. Dosimetry will be provided to these employees at no charge to the Contractor.
- (d) The Contractor is responsible for compliance by its employees and subcontractors with the health and safety requirements of this Contract.
- (e) Failure by the Contractor to comply with any of the health and safety requirements set forth in this Contract may constitute a material breach of contract.

#### **H.16 CONTINUITY OF INSURANCE COVERAGE**

The Contractor shall provide for continuity of insurance coverage of employees of the incumbent contractor and its predecessors who are absent and receiving payments under the following programs: Long Term Disability, Short Term Disability, and Workers'

Compensation, and including any then current Consolidated Omnibus Budget Reconciliation Act (COBRA) participation in a health benefits insurance program. Such insurance coverage shall be provided under the same terms and conditions as provided in existing programs, including the right of the Contractor to change those terms and conditions, where applicable.

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

#### **H.17 AUDIT**

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

#### **H.18 PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)**

To the extent not set forth elsewhere in the contract:

1. The Government shall establish a Performance Evaluation and Measurement Plan (PEMP) upon which the determination of the total available fee amount earned shall be based. The PEMP will address the quality of the contractor's performance in delivery of contract requirements. The quality expectations will be specified in the contract directly, in the PEMP, or by reference. A copy of the PEMP shall be provided to the Contractor no later than thirty days prior to the scheduled start date of the evaluation period.
2. The PEMP will set forth the criteria upon which the Contractor will be evaluated relating to the quality objectives selected for evaluation. Such criteria may include subjective criteria. The PEMP shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
3. The PEMP may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer will notify the contractor of such unilateral changes at least ten calendar days prior to the effective date of the change.
4. The Contractor shall submit a year-end Annual Self-Assessment Report (Section F.6, deliverable #5) which is a self-assessment of the Contractor's annual performance relative to elements of the PEMP. This appraisal shall include comprehensive

supporting data to an adequate depth to enable DOE to perform independent verification and analysis. DOE may perform independent evaluations, may seek additional input from other relevant entities, and may request additional data as deemed necessary.

## **H.19 ADDITIONAL GOVERNMENT FURNISHED PROPERTY AND SERVICES**

In addition to the Government-Furnished Property (GFP) Inventory listed in Section J, the Government will also provide to the Contractor all of the Government-owned property in the possession of the incumbent medical services contractor on the last day of the transition period and any additional items not listed in the inventory tables. This additional property may include motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services. Note: In the event that property such as office furniture and telephone systems are not government owned at one or both of the clinics, the incoming contractor will need to furnish the clinics and provide any additional items in accordance with Section C.2.2.1 (c).

The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site's local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance. The Contractor shall assist in maintaining the GFP Inventory list consistent with Attachment J-3 *Hanford Site Services and Interface Requirements Matrix*.

## **H.20 WORKER'S COMPENSATION**

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

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

- (c) Under RCW §51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the Hanford Site Workers' Compensation self-insurance program.
- (e) The Contractor shall be responsible for all predecessor claims that fall under the Hanford Site Workers' Compensation self-insurance program. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify the accuracy of the payroll records used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW §51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute is unallowable costs under this contract.
- (i) Upon request, the Contractor shall submit to DOE, or other party designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (j) Upon request, the Contractor shall submit to DOE, or other party designated by DOE, the accident reports required by RCW §51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (k) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (l) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the end of the Transition Period.
- (m) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include, but is not limited to, information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (n) The Contractor shall submit ad hoc reports and other information as required by DOE.

- (o) The Contractor shall provide briefings to DOE as requested.
- (p) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
  - 1. Contractor team arrangement means an arrangement in which –
    - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
    - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
  - 2. Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.
- (q) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced in paragraph (a) above.
- (r) The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the sub-contract(s).

## **H.21 INSURANCE – WORK ON A GOVERNMENT INSTALLATION**

The following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's Compensation and Employer's Liability Insurance:
  - (1) Workers' Compensation insurance in accordance with RCW Title 51, Industrial Insurance and consistent with Clause H.20, Workers' Compensation; and
  - (2) Employer's liability insurance in the amount of \$500,000.
- (b) General Liability Insurance. Bodily liability coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence.

- (c) Automobile Liability Insurance. Coverage shall be listed on the comprehensive form of the policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **H.22 EMERGENCY PROCEDURES**

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

## **H.23 INFORMATION**

- (a) Unclassified Controlled Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this contract, may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I clauses entitled, DEAR 952.204-2, “Security Requirements” and DEAR 952.204-70, “Classification/Declassification”.
- (b) Confidentiality of Information. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (b), with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the CO. Upon request from the CO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by contractor personnel.

- (c) The Government reserves the right to require the Contractor to include this clause or a modified version of this clause in any subcontract as directed in writing by the CO.

## **H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:

- (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly developed ADR procedures.
  - (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.
- (d) The Contractor shall continue performance of the contract during any activities performed or actions taken as described above.

## **H.25 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS**

- (a) The Contractor will be performing work at sites where other entities are conducting various activities, including other DOE prime contractors, subcontractors, and other organizations. These entities, including the Contractor, need to acquire or perform certain services in support of their activities that may be common to other entities on the site. In some instances it is to the net benefit to DOE for these services to be provided by one central source at the respective sites.
- (b) The Contractor may receive services from and provide services to other prime contractors, subcontractors, or other organizations at the sites as approved by the CO or designee. These services may be provided in one of the following categories:
  - (1) Services that are the responsibility of the Contractor, but the Contractor elects, or the CO directs the Contractor, to purchase the service from another prime contractor, subcontractor, or other organization rather than perform the work with its own employees or acquire the service from one of its subcontractors.
  - (2) Services that are common to the Contractor, other prime contractors, subcontractors, or other organizations where the Contractor elects, or the CO directs the Contractor, to provide such services to such entities where it is to the overall net benefit to DOE.

- (c) When services are acquired under these provisions, the Contractor shall maintain control and accountability for the work under this contract and shall execute appropriate agreements with the other entities.
- (d) Services which the Contractor is expected to purchase from other prime contractors, subcontractors, or other entities at the sites include protective services, fire protection, emergency response, and other services of this general nature where it is not to the overall benefit of DOE for there to be multiple sources for such services.
- (e) The Hanford Site Services and Interface Requirements Matrix (Section J, Attachment J-3) shows the interface and responsibility requirements of the Contractors on site. The Contractor shall immediately report any inconsistencies in the Attachment J-3 to the Contracting Officer.

## **H.26 EMPLOYEE CONCERNS PROGRAM**

The Contractor shall submit an implementation plan to the Contracting Officer for approval within 90 days of contract award that describes an Employee Concerns Program (ECP) that implements all programmatic requirements in DOE Order 442.1A, and DOE Guide 442.1-1, Employee Concerns Program, and all superseding versions.

## **H.27 DEPARTMENT OF LABOR WAGE DETERMINATION**

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination in Section J and Section I clause FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable. Revised wage determinations shall be acquired from the Department of Labor and incorporated into this contract at least once every two years but not more often than yearly. The Contractor and/or subcontractors shall comply with the most recent wage determination and agree to incorporate the appropriate labor standards requirements into this contract and any subcontracts.

## **H.28 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2010)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## **H.29 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

### **H.30 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect for each other's expectations and values. The process creates a teambuilding environment, which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

### **H.31 TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011)**

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

- (A) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.
- (B) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a mutual detailed plan for the phase-out and phase-in

of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. A proposed date by which the Contractor will assume responsibility from the outgoing contractor for such work shall be established. The outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.

(C) This clause shall apply to subcontracts as approved by the Contracting Officer.

### **H.32 PRIVACY ACT SYSTEM OF RECORDS (JULY 2011)**

The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause entitled, FAR 52.224-2, "Privacy Act".

- DOE-5 Personnel Records of Former Contractor Employees
- DOE-10 Worker Advocacy Records
- DOE-11 Emergency Operations Notification Call List
- DOE-13 Payroll & Leave Records
- DOE-14 Report of Compensation
- DOE-15 Intelligence Related Access Authorization
- DOE-23 Property Accountability System
- DOE-28 General Training Records
- DOE-31 Firearms Qualifications Requirements
- DOE-33 Personnel Medical Records (Contractor Employees)
- DOE-35 Personnel Radiation Exposure Records
- DOE-38 Occupational and Industrial Accident Reports
- DOE-43 Personnel Security Clearance File
- DOE-48 Security Education and/or Infraction Reports
- DOE-51 Employee and Visitor Access Control Records
- DOE-52 Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
- DOE-53 Access Authorization for ADP Equipment
- DOE-81 Counterintelligence Administrative and Analytical Records and Reports
- DOE-84 Counterintelligence Investigative Records
- DOE-88 Epidemiological and Other Health Studies, Surveys and Surveillances

The above list shall be revised from time to time by the Contracting Officer as may be necessary to keep it current. Such changes need not be formally incorporated before annual fee and scope modifications, but shall have the same effect as if actually listed above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of FAR Clause 52.224-2, "Privacy Act."

### **H.33 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)**

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). The Contractor shall provide records in accordance with DEAR Clause 970.5204-3, "Access to and Ownership of Records" in support of EEOICPA claims and the claim process under the EEOICPA.

- (a) The Contractor shall provide support services as required to verify employment and other records, which provide pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees. In addition, the Contractor shall provide reports as directed by DOE.
- (b) The Contractor shall provide an EEOICPA point of contact; this employee must attend meetings as requested by DOE. All communications with outside agencies in relation to EEOICPA will be coordinated through DOE.
- (c) The Federal Compensation Program Act (FCPA) electronic reporting system will be provided to the Contractor.
- (d) The Contractor shall provide the support necessary to accomplish the following DOE EEOICPA activities, for the Contractor and any named subcontractors:
  - 1) Locate, retrieve and copy (2 copies) personnel and other program records as requested;
  - 2) Perform records research needed to complete the U.S. Department of Labor (DOL) claims or to locate records needed to complete the claim;
  - 3) Perform/coordinate records declassification activities required for the processing of claims forms;
  - 4) Keep FCPA information current on EEOICPA claims activities.
  - 5) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of date entered in the FCPA by DOE.

### **H.34 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS**

This Contract involves Contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/Executive Order/Executive Order13423\\_main.asp](http://ofee.gov/Executive Order/Executive Order13423_main.asp). This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop

computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at [www.epeat.net](http://www.epeat.net).

Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

### **H.35 GOVERNMENT OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD**

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and current contractor's personal property databases will be

provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

- (a) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk property at the end of transition.
- (b) The Contractor must accept, at the end of transition, transfer of accountability for the remaining Government-owned real and personal property not covered under this clause, based on existing inventory records, on an “as-is, where-is” basis, or perform a wall-to-wall inventory within 120 calendar days of the effective date of the contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous Contractor's records will become the inventory baseline.

### **H.36 DEAR 970.5203-3 – CONTRACTOR’S ORGANIZATION**

- (a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and organization of key personnel (see “Key Personnel” above in this Section) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.
- (b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.
- (c) Control of employees. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the contracting officer may require, with the approval of the Secretary of Energy, the Contractor to remove the employee from work under the contract. This includes the right to direct the Contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies.
- (d) Standards and procedures. The Contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

**H.37 PERFORMANCE GUARANTEE AGREEMENT (JULY 2011)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

**H.38 RESPONSIBLE CORPORATE OFFICIAL (JULY 2011)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

**Responsible Corporate Official:**

Name: **Hollie Mooers**  
Position: **President**  
Company/Organization: **HPM Corporation**  
Address: **4304 W. 24<sup>th</sup> Ave. Suite 100, Kennewick, WA 99338**  
Phone: **(509) 737-8939 ext.25**  
Facsimile: **(509) 737-8938**  
Email: [hmoers@hpmcorporation.com](mailto:hmoers@hpmcorporation.com)

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

**Corporate Board of Directors:**

Name: Hollie Mooers  
Position: President  
Company/Organization: HPM Corporation  
Address: 4304 W. 24<sup>th</sup> Ave. Suite 100, Kennewick, WA 99338  
Phone: (509) 737-8939 ext.25  
Facsimile: (509) 737-8938  
Email: [hmoors@hpmcorporation.com](mailto:hmoors@hpmcorporation.com)

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

**H.39 RESERVED**

**H.40 INFORMATION TECHNOLOGY (IT)**

All information produced in support of this contract is deemed the property of the Government and must be processed and protected, commensurate with risk, in compliance with Government laws, Office of Management and Budget (OMB) mandates, and departmental policy.

**Cyber Security**

The Contractor shall develop a Cyber Security Program to meet the requirements of DOE Order 205.1A – Department of Energy Cyber Security Management Program and the Environmental Management Program Security Plan.

The Contractor shall evaluate the Information System or Systems it will operate or develop in accordance with FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. The determination of the system categorization shall be approved by the Contracting Officer. This categorization will determine the level of controls required in the development of the Contractor's cyber security program. Along with submittal of the System Categorization, the Contractor shall develop and submit a Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation Document within 90 days of contract award. Additional deliverable requirements will be based on these documents.

Based on the System Categorization the Contractor shall develop a System Security Plan in accordance with the Under Secretary of Energy's Program Cyber Security Plan and the

Environmental Management Program Security Plan. The Contractor shall implement the Management, Operational, and Technical Controls specified in these documents.

**Authorization to Operate:**

The DOE will notify the Contractor of the appointment of a Designated Approval Authority (DAA). The DAA will authorize the full implementation of the Contractor's IT systems. The Contractor will be subject to the reviews and system testing described in the requirements and the results of these will be presented to the DAA for review. If the results of the review are satisfactory, the DAA may issue declaration of an "Authority to Operate" (ATO) which will allow the Contractor to fully operate their IT systems within a specified time. The ATO will also specify the provisions for the continuous monitoring of the Contractor's IT Systems.

If the Contractor's systems are not fully compliant but do meet the minimum standard for operations, the DAA may issue conditions, terms, or limitations on the operations of the Contractor's IT systems until they are fully compliant. These will be specified in the ATO.

If the results of the reviews and system test are not satisfactory, the DAA may deny or rescind a previous ATO with a Denial of Authorization to Operate (DATO). If the DAA issues a DATO, all costs associated with any mission delay will be the responsibility of the Contractor.

**Risk Portfolio Manager:**

Environmental Management's (EM) Risk Portfolio Manager (RPM) is an application developed by EM to standardize the development of IT system accreditation packages that support the DAA's decision in issuing an ATO. RPM is a central repository for cyber security documentation and Plans of Actions and Milestones (POA&M). RPM is pre-populated with DOE cyber security control requirements and will assist the Contractor in the development of required cyber security documentation. It will be the enterprise central repository for all required Certification and Accreditation (C & A) documents and artifacts. OMB requires that agencies upload information electronically to OMB. RPM is used to meet this requirement. The Contractor will be given access to the system and is required to provide updates in a timely manner.

**Monitoring of IT Networks/Systems:**

The Federal Government, the Department of Energy, and the Office of Environmental Management may monitor Contractor networks/systems used to conduct the EM mission for malicious activity and performance measures at any time. Hardware and software may be deployed on Contractor networks for this purpose. The installation, support and response to issues developed from these systems are within the scope of this contract.

**Enterprise Architecture:**

Federal law requires that agencies develop and document an Enterprise Architecture (EA). The architecture encompasses the missions and business processes that support each mission. The Contractor shall develop an Enterprise Architecture that describes the Contractor's IT systems in accordance with DOE Order 200.1A. All Federal IT investments are documented within the budget process by a form Exhibit 53 or form Exhibit 300, in accordance with OMB criteria. As part of the Enterprise Architecture, the Contractor shall develop an application inventory which is mapped to the appropriate Exhibit 53 and 300. The Contractor shall be required to provide data and information in support of developing the Exhibit 53 and or Exhibit 300 documentation.

EM utilizes an online system that the Contractor may be required to log on to and provide specific budget and cost data. Costs accumulated in association with IT and Cyber Security must be identified as such and be identifiable from a contract management perspective. See the specific sections of OMB Circular No. A-11 for further information or clarification of Exhibits 53 and 300.

**Other Requirements:**

The DOE orders and Program Cyber Security Plan provide for development of Policies, Procedures or Instructions to documents the Cyber Security Program. These documents may be required to be provided to the DAA to support development of an ATO for the Contractor's IT systems. The extent of the request of documents from the Contractor will rest on Risk Determination and other factors. At such time as the risk determination has been completed a list of required deliverables will be developed.

Data calls: As an integral part of compliance with DOE Order 205.1A, EM periodically issues data calls requesting specific information about the Contractor's system. Responding to these data calls in a timely manner is within the scope of this contract.

**H.41 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPv6), IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011)**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

#### **H.42 SECURITY, OPERATIONAL SECURITY AND INFORMATION SECURITY**

- (a) The Contractor shall comply with all DOE security requirements.
- (b) Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by Contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.
- (c) The Contractor shall identify a point of contact within their organization as the Contractor's representative for Operational Security (OPSEC) on the Hanford OPSEC team.
- (a) All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, shall be directed to the CO if the resolution requires dissemination of official information.
- (e) No part of this section shall be construed so as to discourage appropriate reporting of allegations of waste, fraud, or abuse.

#### **H.43 TASK ORDERING PROCEDURE**

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer will provide the Contractor with the following data:
  - (1) A functional description of the work or performance work statement identifying the objectives or results desired from the contemplated task order.
  - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
  - (3) A request for a task order proposal from the Contractor to include the technical

approach, period of performance, appropriate price information, and any other information required to determine the reasonableness of the Contractor's proposal.

- (c) Within 30 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task order proposal conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
  - (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollar amount authorized. This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
  - (1) Contract number, task order number, and date of order.
  - (2) Task order price.

- (3) Significant issues/problems associated with a task.
- (4) Status of all tasks issued under the contract.

#### **H.44 MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011)**

In implementation of the clause in Section I entitled, "FAR 52.223-3 Hazardous Material Identification and Material Safety Data," the Contractor shall obtain, review and maintain a material safety data sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.45 ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS (JULY 2011)**

- (a) Assignment of DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.
- (c) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to

direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

#### **H.46 REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES**

The contractor is required to report and obtain approval from the contracting officer before incurring any costs associated with conference related activities. Conference expenses are defined as follows:

Conference expenses are defined as all direct and indirect conference costs paid by the Government, whether paid directly by agencies or reimbursed by agencies to contractors, travelers or others associated with the conference, but do not include funds paid under Federal grants to grantees. Conference expenses include any associated authorized travel and per diem expenses, rental of rooms for official business, audiovisual use, light refreshments, registration fees, ground transportation, and other expenses as defined by the Federal Travel Regulations (FTR). All outlays for conference preparation and planning should be included, but employee time for conference preparation should not be included. The FTR provides some examples of direct and indirect conference costs included within conference expenses. See 41 CFR 301 74.2. Conference expenses should be net of any fees or revenue received by the agency or contractor through the conference.