Section H Special Contract Requirements

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H.1 Security Requirements

a. Citizenship

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

b. Property Passes

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

c. Employee Access

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

d. Picture Security Badges

1. Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.

2. Security badges will be valid only for the duration of the Contract or shorter period of time as determined by the Government.

3. A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.

4. The Contractor will ensure that each Contractor and subcontractor employee returns his/her badge to the issuing office whenever any one of the following occurs, but in any event, before final payment:

   - Contract work is completed.
   - Badge is no longer needed.
   - Badge becomes void for any reason.

5. A charge of $250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.

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

e. Safety and Security Orientation

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

f. Prohibited Articles

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

1. Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when brought inside the 100, 200, 300, and 400 Limited Areas.

2. Upon notification that an employee of the Contractor or a subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's work site access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.

3. Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

H.2 Definitions

a. Employee Job Task Analysis. The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that employees will face in the performance of their jobs, as described in the employee's individual job or position description. This analysis is updated periodically. This analysis serves as the basis for determining whether or not the employee will be enrolled in a medical surveillance and/or qualification program.

b. Job Hazard Analysis. The analysis performed to systematically identify and evaluate the potential impacts of the chemical, physical, and biological hazards that a particular work assignment, work order, project or work package will present to workers assigned to the task(s). The results of the Job Hazard Analysis are compared against the Employee Job Task Analysis for each worker assigned to the job to determine whether additional medical surveillance or personal protection equipment is warranted by the hazards.

c. Limited Area. A security area for the protection of classified matter where guards, security inspectors, or other internal controls can prevent access to classified matter by unauthorized persons.

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

H.3 Key Personnel Requirements

a. Pursuant to the clause in Part II, Section I, paragraph I.13, entitled "Key Personnel" (DEAR 952.215-70), the Contractor's key personnel are as follows:

1. Principal Manager[1]: The Principal Manager, who has overall management, operating and contracting authority for the Contractor, shall have a minimum of 5 years of previous, recent, management and supervisory experience in a similar position and having managerial/supervisory oversight of the type of work scope described in Section C. In addition, the Principal Manager shall possess a Bachelor's degree in business or health administration from an accredited college or university. A Bachelor's degree in the health administration field is desirable. A Master's degree in business administration or the health management field is also desirable.

2. Site Medical Director: The Site Medical Director, who has responsibility for overseeing the provision of Hanford Occupational Medical services and advising DOE on medical issues, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree; possess a valid, unrestricted license to practice medicine in the State of Washington; be certified in Occupational and Environmental Medicine (OEM), Aerospace Medicine (AM), or Public Health & Preventive Medicine (PM) by the appropriate Medical or Osteopathic Medical certifying board. The director shall have a minimum of 3 years experience in the oversight and management of occupational medical programs similar in complexity and type to the services described in Section C, *Statement of Wor*k.

3. Clinic Director: the clinic director, who has operational responsibility for the provision of all medical services, shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O) degree, or shall possess a Bachelor's degree in Health Administration. A Master of Business Administration (MBA) degree is desirable. The Director shall have a minimum of 3 years experience in the provision of occupational medical services similar in complexity and type to the services described in Section C, *Statement of Wor*k.

b. It having been determined that the employees whose names appear in Section J, or persons approved by the Contracting Officer as persons of substantially equal abilities and qualifications, are necessary for the successful performance of this Contract, the Contractor agrees to assign such employees or persons to the performance of the work under this Contract and shall not reassign or remove any of them without the consent of the Contracting Officer. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under the Contract, the Contractor shall, with the approval of the Contracting Officer, replace such employee with an employee of substantially equal abilities and qualifications.

[1] The exact title of this Manager is at the discretion of the Contractor (e.g., CEO, President).

H.4 Qualification of Medical Personnel

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

a. Physicians: physicians shall possess a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) degree, and possess a valid, unrestricted license to practice in the State of Washington. Physicians shall have completed an internship or one year of residency in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Aerospace Medicine, Public Health & Preventive Medicine, Physical Medicine and Rehabilitation). The physicians shall have experience in the provision of primary occupational health care and general medical care and successfully completed the American Heart Association Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) training. It is highly desirable that physicians be board certified in Occupational and Environmental Medicine. In addition, physicians must be eligible for a DOE Access Authorization.

b. Physician Assistants: physician assistants shall be licensed in the State of Washington (Revised Code of Washington - RCW, Title 18, Chapter 18.71A applies). The physician assistants shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).

c. Psychologists: psychologists shall hold a doctoral degree from a clinical psychology program that includes a one-year clinical internship approved by the American Psychological Association or an equivalent program; have accumulated a minimum of three years postdoctoral clinical experience with a major emphasis in psychological assessment (test); have a valid unrestricted license to practice clinical psychology in Washington State. In addition, the psychologists must be eligible for a DOE Access Authorization.

d. Nurse/Nurse Practitioner: nurses and nurse practitioners [i.e., Registered Nurses (RN), Licensed Practical Nurses (LPN), Nurse Practitioners (NP), Advanced Registered Nurse Practitioners (ARNP)] shall be licensed in the State of Washington (RCW, Title 18, Chapter 18.79 applies). They shall have clinical experience in provision of Occupational Health services and general medical services. They shall have successfully completed the American Heart Association (AHA) Basic and Advanced Cardiac Life Support (BLS, ACLS).

e. Case Manager: the Case Manager, who has responsibility for providing initial and follow-up care for occupational injuries or illnesses, shall be a currently licensed Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) in the State of Washington. The Case Manager shall be Board eligible in a primary care specialty (e.g., Occupational and Environmental Medicine, Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation); with experience in:

   1. provision of primary occupational health care, workers' compensation or other health benefits utilization case review and management,

   2. provision of worker placement programs and services in business, industry or military,

   3. provision of independent medical evaluations/second opinion services or certification as an Independent Medical Examiner (CIME), and

   4. design and development of Functional Capacities Evaluations (or objective tests for human skills, strength, stamina and agility).

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

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

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

1. in providing primary health care,

2. in providing primary occupational health care,

3. as a Medical Review Officer with oversight of substance abuse rehabilitation;

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

g. EXCEPTIONS TO ACLS CERTIFICATION REQUIREMENT:

1. A physician who is not assigned to clinical duties that could involve care for acute cardiac conditions. Such a physician would provide services only for routine examinations and would not be assigned to Occupational Primary Care (OPC=walk-in acute care clinic). Those physicians or physician assistants assigned to OPC at either AMH Health care facility shall be ACLS certified. If the non-ACLS certified physician finds an abnormal electrocardiogram or sees an individual with a cardiac history in the course of an otherwise routine examination, the physician will have this information reviewed and the medical record and test report co-signed by a provider who is ACLS certified.

2. A nurse or physician assigned to and working in an administrative position without responsibility for performing direct clinical care.

3. A "nurse" case manager or nursing supervisor who will not be assigned to or rotate through clinical nursing duties. In the event that they are or may be occasionally rotated into clinical nursing duties, the ACLS requirement would apply.

4. A Medical Review Officer (MRO) who is either a direct employee or works under a contract and only provides MRO services with no provision of direct patient care.

H.5 Use of DOE Property

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

H.6 Transition Costs

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

H.7 Recovery of Allowable Relocation Expenses

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

H.8 Recovery of Allowable Indirect Costs

The contractor shall not be reimbursed for indirect costs in excess of the aggregated dollars derived from the application of the individual ceiling rates, set forth below, to the appropriate base for their application.

The indirect cost limitation(s) set forth below consider all know costs that will occur during the term of this contract. However, should there be additional changes to items such as statutes, court decisions and/or written rulings or regulations by the Internal Revenue Service or any other taxing authority, or wage determination and/or regulations issued by the Department of Labor pursuant to the provisions of the Service Contract Act of 1965, as amended, that affect the Contractor's indirect costs, the indirect cost limitations below will be subject to adjustment by the Contracting Officer to the extent that such changes cause an increase or decrease in the Contractor's indirect costs.

The Government shall not be obligated to pay any additional amount should the final aggregate indirect costs rates exceed the negotiated ceiling rates, and in the event the final aggregate indirect cost rates are less than the negotiated ceiling rates, the final indirect rates will be used to reimburse indirect costs.

Following are ceiling rates by Government Fiscal Year for the Contractor's Client Site Overhead and general and administration (G&A) rates, which are effective for reimbursement of costs during the contract period.

Client Site Overhead:

FY	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Rate	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30	2.30

G&A:

FY	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Rate	16.50	16.50	16.50	16.75	17.00	17.25	17.50	17.75	18.00	18.25

H.9 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 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.

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.10 Required Insurance

a. The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance coverage:

1. Comprehensive General Liability: $500,000 per occurrence;

2. Automobile Liability: $200,000 per person, $500,000 per occurrence, $20,000 per occurrence for property damage;

3. Employer's liability coverage: $100,000 except in states where worker's compensation may not be written by private carriers;

4. Medical Malpractice: as required to maintain hospital privileges for provision of Emergency Preparedness Support; and

5. other as required by State Law.

b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.

c. The Contractor shall flow down the requirements of this clause to all subcontracts.

d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

H.11 Recognition of Collective Bargaining Unit(s)

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

H.12 Incumbent Employees

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

positions are defined as those above the first-line managerial/supervisory level and as those typically responsible for subordinate staff, budget oversight, and/or policy-making decisions.

b. Employees currently employed by the incumbent contractor, other than management positions, who are offered and accept employment with the Contractor, will be paid base salary/pay rates equivalent to the base salary/pay rates that are then being paid by the incumbent at the time of the offer, if the positions for which they are being hired entail duties and responsibilities substantially equivalent to the positions last held with the incumbent contractor.

c. The Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the service period required for benefits from the Contractor relating to vacations, sick leave, health insurance, layoff, recall, or other benefits, except pensions. This includes accepting severance pay credits earned by the employees of the incumbent contractor to the extent that the employees have not exercised any severance pay rights with the incumbent contractor. With regard to pension benefits, the Contractor is not required to continue offering the existing Hanford occupational medical contractor pension plan. However, the Contractor shall assure that any plan(s) offered, is in compliance with Section 401(a) and any transition is legally appropriate under the Internal Revenue Code (IRC). If the employee is currently vested in the Hanford occupational medical contractor pension plan, the Contractor shall vest that employee in any offered pension plan. If the employee is currently not vested in the Hanford occupational medical contractor pension plan, the Contractor shall credit the length of service of employees currently employed by the incumbent contractor who are hired for work under the Contract toward the period required for vesting in any pension plan(s) offered by the Contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.

d. After operations begin, subsequent vacant positions, other than those covered under paragraph a. above, shall be filled in accordance with the Contractor's normal business practices, subject to any other applicable requirements of this Contract, including Section 3161 of the National Defense Authorization Act for Fiscal Year 1993.

H.13 <u>Labor Relations</u>

a. The Contractor will respect the rights of employees to 1) organize, form, join, or assist labor organizations; bargain collectively through representatives of the employees' own choosing; and engage in other protected concerted activities for the purpose of collective bargaining; or 2) refrain from such activities.

b. To the extent required by law, the Contractor shall give notice to any lawfully designated representative of its employees for purposes of collective bargaining and, upon proper request, bargain in good faith, or otherwise satisfy applicable bargaining obligations.

c. The Contractor shall promptly advise the Contracting Officer of, and provide all appropriate documentation regarding, any labor relations developments at the prime or subcontract level that involve or appear likely to involve:

1. possible strike situations affecting the facility;

2. referral to the Energy Labor-Management Relations Panel;

3. the National Labor Relations Board at any level;

4. recourse to procedures under the Labor-Management Act of 1947, as amended, or any other Federal or State labor law; or

5. any grievance that may reasonably be assumed to be arbitrated under a Collective Bargaining Agreement.

H.14 Pension Plan

The Contractor shall assume sponsorship and the responsibility for management and oversight of the existing Hanford occupational medical contractor pension plan, as described in Section J.8. The cost of the contractor's participation and management of the pension plan will be allowable for the purpose of providing retirement benefits to eligible employees in accordance with the terms and conditions of the pension plan. The pension plan must be maintained as a qualified defined benefit pension plan under the regulations of the Internal Revenue Code (IRC). The pension plan and trust documents and any amendments thereto which effect substantive changes or increase costs are subject to the advance, written approval of the Contracting Officer.

H.15 DOE Mentor-Protégé Program

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

H.16 Continuity of Insurance Coverage

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

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

H.17 Assignment of This Contract

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

H.18 Audit

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

H.19 Financial Management

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

b. The Contractor shall submit a plan for DOE approval of any substantive change to the financial management system at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the new system(s) to the existing system(s).

H.20 Total Available Fee: Performance Fee Amount

a. Total available fee. Total available performance fee, consisting of an incentive fee component for objective performance requirements, or an award fee component for subjective performance requirements, or both, determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances" (Section I).

b. Determination of Total Available Fee Amount Earned.

1. The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.

2. For this contract, the Government Fee Determination Official (FDO) will be designated in writing by the DOE Contracting Officer (CO). The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the Government FDO.

3. The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (c) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the Government FDO, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clauses entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.

4. Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.

c. Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:

1. The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:

   i. prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or

   ii. not later than thirty days after the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.

2. The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.

3. The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:

   i. of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;

ii. of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or

iii. if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.

d. Schedule for total available fee amount earned determinations. The Government FDO shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (e) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 *(41 U.S.C. 611)* that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

e. Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

H-21 Additional Government Furnished Property and Services

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

H-22 Payment of Fee

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

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

H.23 Workers' Compensation

Pursuant to the Revised Code of Washington (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, including work of pre-selected subcontractors, be subject to the following:

a. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which, DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.

b. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I), such payroll records required by the workers' compensation laws of the State of Washington.

c. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to the Washington Department of Labor and Industries, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.

d. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.

e. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.

H.24 Subcontracting Plan

The Contractor's Subcontracting Plan, revised, dated May 7, 2004, is incorporated in this contract at Section J.6.