

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

TABLE OF CONTENTS

H.1	MODIFICATION AUTHORITY	3
H.2	INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR.....	3
H.3	DEFINITIONS	3
H.4	WORKFORCE TRANSITION.....	4
H.5	LABOR RELATIONS	4
H.6	COLLECTIVE BARGAINING AGREEMENTS	4
H.7	LEGACY BENEFIT PLANS: PENSION AND POST RETIREMENT BENEFITS (PRBS).....	5
H.8	POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS	8
H.9	NO THIRD PARTY BENEFICIARIES	8
H.10	DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000).....	9
H.11	KEY PERSONNEL.....	10
H.12	QUALIFICATIONS OF KEY PERSONNEL	12
H.13	QUALIFICATION OF MEDICAL PERSONNEL- NON-KEY	13
H.14	ACCREDITATION REQUIREMENTS.....	16
H.15	HEALTH AND SAFETY	16
H.16	CONTINUITY OF INSURANCE COVERAGE.....	17
H.17	AUDIT.....	17
H.18	PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP).....	17
H.19	ADDITIONAL GOVERNMENT FURNISHED PROPERTY AND SERVICES.....	18
H.20	WORKER’S COMPENSATION.....	18
H.21	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	21
H.22	EMERGENCY PROCEDURES	21
H.23	INFORMATION	21
H.24	ALTERNATIVE DISPUTE RESOLUTION (ADR).....	23
H.25	HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS.....	23
H.26	EMPLOYEE CONCERNS PROGRAM.....	24
H.27	DEPARTMENT OF LABOR WAGE DETERMINATION	24
H.28	LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2010).....	25
H.29	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS	25
H.30	PARTNERING.....	25
H.31	TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011).....	26
H.32	PRIVACY ACT SYSTEM OF RECORDS (JULY 2011).....	26

H.33	ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA).....	27
H.34	ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS	28
H.35	GOVERNMENT OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD	29
H.36	DEAR 970.5203-3 – CONTRACTOR’S ORGANIZATION.....	29
H.37	PERFORMANCE GUARANTEE AGREEMENT (JULY 2011).....	30
H.38	RESPONSIBLE CORPORATE OFFICIAL (JULY 2011)	30
H.39	RESERVED	31
H.40	INFORMATION TECHNOLOGY (IT)	31
H.41	COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPV6), IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011).....	34
H.42	SECURITY, OPERATIONAL SECURITY AND INFORMATION SECURITY.....	34
H.43	TASK ORDERING PROCEDURE	35
H.44	MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011).....	36
H.45	ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS (JULY 2011)	36
H.46	CONFERENCE MANAGEMENT	37
H.47	PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS	39

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 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. Matthew Turner</u>	Principal Manager
<u>Dr. Karen Phillips</u>	Site Occupational Medical Director
<u>Dr. Denise Dixon Algood</u>	Clinic Director
<u>Mr. David Allcott</u>	Nursing Director

- (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.36 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.36 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 an 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. 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.

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: **Scott Brodeur**
Position: **President**
Company/Organization: **HPM Corporation**
Address: **4304 W. 24th Ave. Suite 100, Kennewick, WA 99338**
Phone: **(509) 737-8939**
Facsimile: **(509) 737-8938**
Email: sbrodeur@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: **Board of Directors Chair**
Company/Organization: **HPM Corporation**
Address: **4304 W. 24th Ave. Suite 100, Kennewick, WA 99338**
Phone: **(509) 737-8939**
Facsimile: **(509) 737-8938**
Email: hmooers@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 CONFERENCE MANAGEMENT

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending."
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
 - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
 - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors

who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
 - 1) Conference title, description, and date
 - 2) Location and venue
 - 3) Description of any unusual expenses (e.g., promotional items)
 - 4) Description of contracting procedures used (e.g., competition for space/support)
 - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
 - 6) Number of attendees
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
 - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:
 - i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
 - ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
 - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
 - 3) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For *non-contractor sponsored conferences*, the contractor shall develop and implement a process to ensure costs related to conferences are allowable,

allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

- 1) Track all conference expenses.
- 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
 - i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
 - j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

H.47 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.