

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   46
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2. CONTRACT (Proc. Inst. Ident.) NO. 200-2009-28555	3. EFFECTIVE DATE 01/01/2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 000HCCA2-2009-65665
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5. ISSUED BY CODE 3635 Ctrs for Disease Control & Prevention (Pgh) Acquisition & Assistance Field Branch PO Box 18070, 626 Cochrans Mill Rd Pittsburgh, PA 15236-0070	6. ADMINISTERED BY (If other than Item 5) CODE _____
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Approved as to Form and Legality: \_\_\_\_\_

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) S C & A, INC 1608 SPRING HILL RD STE 400  VIENNA, VA 22182-2241	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  ITEM

CODE 071167910	FACILITY CODE
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11. SHIP TO/MARK FOR CODE _____	12. PAYMENT WILL BE MADE BY CODE 434 Centers for Disease Control and Prevention (FMO) PO Box 15580 404-498-4050 1-800-335-2455 Atlanta, GA 30329-4018
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13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c)( ) <input type="checkbox"/> 41 U.S.C. 253 (c)( )	14. ACCOUNTING AND APPROPRIATION DATA 9278411 2513 2009 75-09-0943 5611RF1101 \$900,000.00
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	"See Continuation Page"				

15G. TOTAL AMOUNT OF CONTRACT \$ 3,441,935.06

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER David Staudt
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED
20B. UNITED STATES OF AMERICA BY _____ (Signature of person authorized to sign)	20C. DATE SIGNED

**Section B - Supplies Or Services and Prices/Costs**

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0001	Technical Support Technical Support for the Advisory Board on Radiation and Worker Health Review of NIOSH Dose Reconstruction Program Line(s) Of Accounting: 9278411 2513 2009 75-09-0943 5611RF1101 \$900,000.00	1 Each	\$3,441,935.06	\$3,441,935.06

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0002 Option Year 1	Technical Support	1 Each	\$3,481,203.36	\$3,481,203.36

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0003 Option Year 2	Technical Support	1 Each	\$3,492,395.26	\$3,492,395.26

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0004 Option Year 3	Technical Support	1 Each	\$3,492,378.57	\$3,492,378.57

ITEM	SUPPLIES / SERVICES	QTY / UNIT	UNIT PRICE	EXTENDED PRICE
0005 Option Year 4	Technical Support	1 Each	\$3,498,710.25	\$3,498,710.25

Cost Plus Fixed Fee Line Items. Base Contract.

CLIN/SLIN	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0001	\$3,186,976.92	\$254,958.14	\$3,441,935.06

Cost Plus Fixed Fee Line Items. Options.

CLIN/SLIN	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0002	\$3,223,336.45	\$257,866.91	\$3,481,203.36

CLIN/SLIN	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0003	\$3,233,699.32	\$258,695.94	\$3,492,395.26

CLIN/SLIN	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0004	\$3,233,683.87	\$258,694.70	\$3,492,378.57

CLIN/SLIN	ESTIMATED COST	FIXED FEE	TOTAL EST. CPFF
0005	\$3,239,546.53	\$259,163.72	\$3,498,710.25

**B.1 Incremental Funding**

(a) It is estimated that the total cost to the Government for full performance of this contract will be \$3,441,935.06, of which the sum of \$3,186,976.92 represents the estimated reimbursable costs and \$254,958.14 represents the fixed-fee.

(b) Total funds currently available for payment and allotted to this contract are \$900,000.00. For further provisions on funding, see the Limitation of Funds clause.

(c) It is estimated that the amount currently allotted will cover performance through March 30, 2009.

(d) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

(End of clause)

## **Section C - Description/Specification/Work Statement**

Technical Support for the Advisory Board on Radiation and Worker Health's Review of NIOSH Dose Reconstruction Program

### **C.1. Purpose of Contract**

The Centers for Disease Control (CDC), National Institute for Occupational Safety and Health (NIOSH) Office of Compensation Analysis and Support (OCAS) is responsible for conducting individual dose reconstructions on employees of the Department of Energy (DOE) and its predecessor agencies, its contractors and subcontractors, and Atomic Weapons Employers (AWEs) under the Energy Employees Occupational Illness Compensation Program Act of 2000 (EEOICPA). To support NIOSH's role under EEOICPA, the NIOSH Office of the Director has retained the services of a contractor to assist in the implementation of a number of major program elements. Under EEOICPA, the Advisory Board on Radiation and Worker Health (Advisory Board) is required to review a reasonable sample of dose reconstructions for scientific validity and quality, assess the methods for dose reconstruction, and review Special Exposure Cohort (SEC) petitions. In a continuation of support to the Advisory Board, the Department of Health and Human Services (HHS) requires the services of a contractor to assist with the independent review of the dose reconstruction process.

### **C.2. Background and Need**

In October 2000, Congress and the President enacted EEOICPA, establishing a federal compensation program for employees of the DOE, its contractors and subcontractors, and Atomic Weapons Employers (AWEs). On July 31, 2001, covered employees with cancer, beryllium disease, or silicosis that may be related to work at nuclear weapons production programs of DOE and its predecessor agencies began applying to the Department of Labor (DOL) under the procedures and requirements of 20 C.F.R. Part 30 for lump sum cash benefits of \$150,000 and medical benefits. Also, EEOICPA establishes an SEC consisting of employees with 22 specified cancers who worked at three named DOE facilities or participated in certain nuclear tests and who meet certain other requirements. These employees' cancers are presumed to be radiation related. The EEOICPA permits other groups of employees to petition NIOSH to be added to the SEC.

For most employees with cancer, EEOICPA and the DOL's regulation require a determination by DOL that the cancer was "at least as likely as not" related to the occupational radiation dose incurred by the employee at a facility covered by EEOICPA. Criteria and guidelines for making this determination are established by EEOICPA. On May 2, 2002, HHS published 42 C.F.R. Part 81, Guidelines for Determining the Probability of Causation. This rule is used to determine the probability that an employee's cancer was "at least as likely as not" related to employment at a DOE or AWE facility. To make this determination, DOL refers cases to NIOSH for an estimation of the radiation dose received by the employee.

EEOICPA also established the Advisory Board which is tasked with reviewing a reasonable sample of the dose reconstructions for scientific validity and quality, assessing the methods and procedures for dose reconstruction, reviewing Special Exposure Cohort (SEC) petitions, and advising the Secretary of HHS in these matters.

NIOSH and DOL have received a large number of cancer claims under EEOICPA, many of which require NIOSH dose estimates. More than 650,000 workers have been employed by DOE and its contractors and subcontractors, not including the employees of the AWEs. To date DOL has forwarded to NIOSH approximately 27,000 claims that require dose reconstructions. While the rate of claims receipt varies, DOL refers about 200 claims to NIOSH each month.

On May 2, 2002, HHS issued 42 C.F.R. Part 82, Methods for Radiation Dose Reconstruction, which describes the general methods NIOSH is uses to reconstruct occupational radiation doses under EEOICPA (Federal Register Vol. 67 No. 85). These methods are designed to provide fair and efficient processing of a high volume of dose reconstructions. NIOSH will also seek to obtain dosimetry and relevant records and information on a facility or site-wide basis for DOE sites as well as for AWE sites to reduce the volume of records and information that would need to be collected (at greater expense of time and resources) for each individual claim. NIOSH has established a

Microsoft SQL Server 2000 relational database management system to house these records. The database includes individual claimant data, 'site profile' data and 'worker profile' data.

The NIOSH Dose Reconstruction contractor provides technical support for dose estimation, dose reconstruction, and evaluation of SEC petitions submitted in accordance with EEOICPA. The purpose of this procurement is to continue the services of assisting the Advisory Board in the review of the NIOSH OCAS dose reconstruction program.

### **C.3. Technical Requirements**

The Project Officer meets with the Advisory Board at least quarterly and as a matter of business determines the short and long term technical assistance requirements. The Contractor shall perform the following technical requirements assigned by the Project Officer.

The Contractor shall provide project staff to direct and manage project activities, document work performed by Contractor personnel, prepare reports documenting progress and problems and interface with the Advisory Board.

The Contractor shall document all of the individual steps so that any aspect of a technical review can be evaluated at any point during the course of performance. The Contractor shall maintain a filing system of all material relevant to each technical review undertaken. The filing system shall be cross-referenced in a manner that allows all material to be easily accessed.

At the conclusion of a contract task or phase, the Contractor may be required to duplicate all records pertaining to the work performed not already held by NIOSH.

As an independent organization performing work on behalf of the Government, the Contractor shall provide the support services required to perform, but not be limited to, the activities listed below. In addition to the more narrowly defined requirements noted below, the Board may require overarching scientific support which will assist the contractor and Board on multiple activities. This assistance may include for example, analysis of data from other sites or sources.

A. Individual dose reconstruction reviews

B. NIOSH OCAS 'Site Profile' and 'Procedures' Review

C. Review of SEC Petitions

The work associated with each of the Government's anticipated requirements are set forth in general terms as specified below.

A. Individual dose reconstructions review

- The contractor shall evaluate whether or not the reconstruction of dose provides a reasonable estimate of the dose (as needed to adjudicate the claim). The contractor shall evaluate and recommend whether or not the assumptions (individual case assumptions and assumptions applicable to multiple cases) made for dose reconstruction are appropriate and defensible for purposes of this program. The contractor shall evaluate whether or not the data from DOE or other sources is of sufficient quality necessary to obtain a reasonable estimate of dose. The contractor shall evaluate whether or not the dose reconstruction was performed fairly and consistently using NIOSH guidelines.

- The contractor shall review all relevant dose reconstruction methodologies and/or procedures employed by NIOSH / NIOSH contractors in conducting individual dose reconstructions and SEC petitions. The contractor shall evaluate whether methodologies and procedures are consistent with requirements of 42 C.F.R. Part 82 and whether there are sufficient procedures to achieve consistent application of the requirements in 42 C.F.R. Part 82.

- The contractor shall conduct one of three different levels of review on the selected cases: 1) Basic Review; 2) Advanced Review; or 3) Blind Review. The method of review will be determined by the Advisory Board. The

number of individual dose reconstruction reviews is estimated to be approximately 62 in the first year. It is expected that there will be approximately 30 Basic Review cases, 30 Advanced Review cases and 2 Blind Review cases. The next four years will also involve a review of approximately 62 cases per year. The breakdown of cases will be the same as described for the first year. The Advisory Board shall determine the cases to be reviewed and the level of review. These percentages are subject to change by the Advisory Board based on experience with the review process.

The elements of each type of review are detailed below:

## 1. Basic Review

### a. Review Data Collection

- Evaluate whether NIOSH received all requested data for the DOE or AWE site from any relevant data source or repository.
- Evaluate whether the data used by NIOSH for the case were adequate to make a determination with regard to probability of causation.

### b. Review Interview and Documentation provided by claimant

- Evaluate whether NIOSH appropriately addressed all of the reported work history and events represented by the claimant, including, but not limited to, a) incidents or occurrences, b) actual monitoring practices, c) personal protection practices, and d) work practices
- Assure that interview information is consistent with data used for the dose estimate, and if not, evaluate whether reasonable justification is provided.

### c. Review Internal and External Dose Estimates

- Evaluate whether all assumptions used in the dose determination are appropriate for a remedial compensation program and whether the benefit of the doubt was resolved in favor of the claimant.
- Verify dose calculations are appropriate for purposes of determination of Probability of Causation (POC).
- Evaluate whether the data were consistent with site radiological monitoring protocols of the time period.
- Evaluate the treatment of 'missed dose' and/or 'unmonitored dose' if relevant to the case.

The review of each dose reconstruction shall include an evaluation of all relevant portions of the methods and/or procedures used by NIOSH. This includes, but is not limited to:

- Review the internal and external radiation dose reconstruction technical basis documents.
- Review of methods for estimating 'missed dose' and 'un-monitored dose' (for cases related to monitoring technology and for cases where monitoring was not performed, monitoring data is not available or incomplete or otherwise inadequate).
- Review of the statistical approaches developed for multiple dose reconstructions.
- Review procedures used for determining whether data are sufficient to make a reasonable dose estimate.
- Review methods or procedures used for substituting exposure information for unavailable or incomplete information.
- Review methods for estimating uncertainty in dose and uncertainty distributions surrounding internal and external dose reconstructions on a facility and time specific basis and evaluate whether the benefit of the doubt was resolved in favor of the claimant where there were uncertainties.
- Review procedures and questionnaire used for work history phone interview.
- Review the NIOSH methods, procedures and performance in evaluating, analyzing and validating all contractor work products.

## 2. Advanced Review

The Advanced Review will include all task items in the Basic Review along with the additional tasks listed below:

### a. Review Data Gathering

- Review the entire administrative record to evaluate if relevant information exists which was not considered by NIOSH.

- Review the relevant aspects of the Site Profile as they apply to the individual case and evaluate the adequacy and completeness of the site profile and evaluate whether the information from the site profile is consistent with the information used for the individual dose estimate.

- Evaluate whether, to the extent practicable, all relevant sources of data (e.g., DOE, AWE, CDC, Environmental Measurements Laboratory (EML), Nuclear Regulatory Commission (NRC), Environmental Protection Agency (EPA), External Health and Safety Regulators, Government Accounting Office (GAO), Defense Nuclear Facilities Safety Board (DNFSB), Congressional Hearing Records, other research programs, research publications, publications regarding the history of the DOE complex, or administrative/court records) were identified, evaluated and where appropriate, included within the Site Profile database and where appropriate were used in the assessment of the individual dose reconstruction case.

### b. Review Work History Interview and Documentation provided by claimant

- Evaluate the effectiveness of the phone interview in ascertaining relevant work history information.

- Evaluate whether, for the cases involving survivors, there has been an adequate effort to research co-located workers and other historical records to characterize the individual's work history.

### c. Review Internal and External Dose Estimates

- Evaluate whether the dose estimate is consistent with relevant radiological information within the NIOSH site profile (e.g. air monitoring; wipe data are consistent with bioassay results)

- Compare case information and assumptions with relevant co-worker case information and assumptions for consistency.

## 3. Blind Dose Reconstruction

- Using all raw data available to NIOSH, the independent expert will develop an Interactive Radio Epidemiological Program (IREP) dose input file that they feel is sufficient to make a determination with regard to POC.

## B. NIOSH OCAS Site Profile and Procedures Review

As part of NIOSH's effort in completing individual dose reconstructions, NIOSH has established a 'Site Profile' database for all covered sites. This database includes records relevant to dose reconstruction other than the personnel dosimetry records (e.g. – process information, characterization information, incident or occurrence reports, summary dosimetric information, etc.). The contractor shall review selected site profiles established by NIOSH to evaluate the quality and completeness of the profiles and the adequacy of the data for purposes of individual dose reconstructions.

The contractor shall review the conditions, processes, practices and incidents at selected DOE and AWE facilities covered under EEOICPA to evaluate the adequacy of the information available in the NIOSH Site Profile. The review should focus on whether the approach used by NIOSH assured completeness of data necessary for purposes of determining individual eligibility for compensation. The review should include a evaluation of whether NIOSH identified, evaluated and where appropriate incorporated all relevant data sources (e.g., DOE, AWE, CDC, EML, NRC, EPA, External Health and Safety Regulators, GAO, DNFSB, Congressional Hearing Records, other research

programs, research publications, publications regarding the history of the DOE complex, or administrative/court records) within the site profile. One task in evaluating that the data identification and collection process were adequate may require the contractor to conduct interviews (one-on-one or group) with, employees, employee representatives, advocacy organizations, health and academic researchers and site 'experts' (those with long standing knowledge of processes, materials, events, and exposures). The contractor may be required to conduct meetings with these individuals or groups at locations near the facilities of interest.

As part of NIOSH's effort in completing individual dose reconstructions and SEC Petition evaluations, NIOSH has established a 'Procedures' database to assist in the performance of such efforts. The contractor shall review selected "Procedures" established by NIOSH to evaluate the quality and completeness of the "Procedures" and the adequacy of the "Procedures" for purposes of individual dose reconstructions and SEC Petition evaluations.

It is expected that there will be 30 "Procedures" Reviews and 6 Site Profile Reviews in the first year and in each subsequent year of the contract.

### C. Review of SEC Petitions

42 C.F.R. Part 83, Procedures for Designating Classes of Employees as Members of the Special Exposure Cohort under EEOICPA of 2000, describes the general procedures to be followed in the review of SEC Petitions. Section 83.15 describes how the Board will consider and advise the Secretary of HHS on a petition.

The contractor shall evaluate SEC petitions and NIOSH Evaluation Reports as requested consistent with the provisions of sections 83.14, 83.15, and in accordance with Board Procedures. Such reviews may focus on the availability and reliability of documents and monitoring data as well as an analysis of the methods proposed by NIOSH to accomplish individual dose reconstructions for all members of a considered class. In cases where a site profile is available for a site in question the contractor will make use of such materials. In cases where no site profile is available the contractor will need to develop the basic information needed to evaluate the SEC Petition and NIOSH Evaluation Report.

In some cases it may be necessary for the contractor to interview workers and/or site experts to accomplish this task.

At the recommendation of the Board, the contractor may be asked to review either the complete SEC Petition or just an aspect of the petition as designated by the Board.

In a given year of contract performance, it is anticipated that the contractor will review three complete SEC Petitions and an aspect or aspects of three other petitions.

Note: The contractor will be required, for all tasks identified above, to work with the Board and NIOSH in a comment resolution process. This process involves several steps (initial finding, NIOSH response, discussion with NIOSH and the Board member, etc.) and can be quite time and resource intensive.

### C.4 Reporting Schedule

Contractor shall provide monthly performance reports to NIOSH covering all activities under this contract. The monthly performance report shall include, but need not be limited to, a description of issues that must be addressed in order to complete required activities; and a description of the work accomplished and work in progress under the contract. The Contractor must include Earned Value reporting that any Board member can quickly identify how effectively and efficiently progress is being made versus expenditures.

Contractor shall provide either with the monthly invoice or within a week of submitting the invoice a Monthly Financial Report breaking out costs by budget category for each Work Breakdown Structure element (e.g., for each task) listing costs by reporting period and cumulatively for the contract.



## **C.5 Special Considerations**

### **Privacy Act**

Much of the information obtained and generated during this project is protected by the Privacy Act. All personnel on the project with access to such information must receive Privacy Act training before being allowed access to such information. The Privacy Act training shall include the information described in Attachment B. In addition, the contractor must appoint a document control officer to coordinate Privacy Act reviews of all contractor-produced documents and to manage all document dissemination by the contractor.

### **Conflict or Bias**

All work performed must conform to the Contractors approved Conflict of Interest Plan.

### **Security Concerns**

The contractor must demonstrate its ability to comply with all HHS and CDC IT security policies. The contractor must provide among its staff a reasonable number of individuals with the proper level of Department of Energy (DOE) security clearances ("Q clearances") to complete the work envisioned under this contract. All contractor staff must comply with applicable HHS and CDC policies for safeguarding information retrieved from HHS, DOE, and other government and non-government information, including any NIOSH Security Plan with DOE that may be implemented.

## **Section D - Packaging And Marking**

There are no clauses/provisions included in this section.

## **Section E - Inspection And Acceptance**

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.246-5	Inspection of Services - Cost-Reimbursement (Apr 1984)

### **E.1 Inspection and Acceptance (Jul 1999)**

Inspection and acceptance of the articles, services, and documentation called for herein shall be accomplished by the Contracting Officer, or a duly authorized representative (who for the purposes of this contract shall be the Project Officer) at the destination of the articles, services or documentation.

(End of Clause)

## Section F - Deliveries Or Performance

FAR SOURCE	TITLE AND DATE
52.242-15	Stop-Work Order (Aug 1989)
52.242-15	Stop-Work Order - Alternate I (Apr 1984)

### F.1 Deliverables Schedule

Item #	Description	Quantity	Delivery Date	Deliver To
1	Procedures for implementing the NIOSH Conflict of Interest Policy	2 copies	Due 60 calendar days after date of award	Contracting Officer and Project Officer
2	Monthly progress reports	2 copies	On or before 15 days after end of reporting period	Project Officer and Contracting Officer
3	Monthly Financial Reports	2 copies	On or before 15 days after end of reporting period	Project Officer and Contracting Officer
4	Subcontracting Reports	1 copy	In accordance with G.2	Contracting Officer
5	Ad Hoc Reports	2 Copies	As determined by the PO	Contracting Officer and Project Officer

### F.2 Period of Performance (Jul 1999)

The period of performance shall consist of a base period of one year, four (4) one-year options, for a total of five years.

### F.3 Deliverable Documentation

#### Report Content

(1) Monthly Technical Report

The contractor shall prepare and submit monthly technical progress reports in narrative form which shall contain technical results of the work accomplished during the reporting period. This report shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of any current problems which may impede performance, the proposed corrective action, and the work forecast for the next period.

(2) Monthly Financial Report

The contractor shall prepare and submit monthly financial reports to include all Earned Value reporting. This report is in addition to the cost details which are required under the invoicing clause found at G.5.

(3) Ad Hoc Reports

Non-recurring reports may be requested by the NIOSH Project Officer on as as-needed basis during the course of performance to highlight critical project activities.

- (4) The contractor shall submit each of these reports as an email attachment. The Project and or Contracting Officer may request concurrent shipping of hard copies on an as-needed basis.

### **Reporting Periods**

- (1) All monthly reporting periods shall end on the last day of the calendar month.
- (i) For contracts awarded (i.e. effective date) on or before the fifteenth (15th) of a calendar month the initial reporting period shall end on the last day of the calendar month during which the contract became effective.
  - (ii) For contracts awarded (i.e. effective date) on or after the sixteenth (16th) of a calendar month the initial reporting period shall end on the last day of the month immediately following the month during which the contract became effective.
- (d) Delivery of Reports

Deliverables to the contracting officer shall be delivered prepaid to the following address:

Centers for Disease Control and Prevention  
Procurement and Grants Office  
PO Box 18070 (for USPS delivery)  
626 Cochran Mill Road (for common carriers)  
Pittsburgh, PA 15236  
Attn: David Staudt, Contract Number 200-2009-28555

Deliverables shall be delivered prepaid to the Project Officer designated by the Contracting Officer at time of award.

## Section G - Contract Administration Data

### G.1 Project Officer Appointment and Authority

(a) The Project Officer is:

Mr. Ted Katz

NIOSH

Cent Bldg. 2400, Suite 4508

Atlanta, GA 30329

(404) 498-2533

(b) Performance of work under this contract must be subject to the technical direction of the Project Officer identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The Project Officer does not have authority to issue technical direction that:

- (1) Constitutes a change of assignment or additional work outside the specification(s)/statement of work;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The Project Officer shall confirm oral direction in writing within five work days, with a copy to the Contracting Officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the Project Officer. If, in the opinion of the contractor, any direction of the Project Officer, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

### G.2 Contracting Officer (Jul 1999)

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer can make any changes to the terms, conditions, general provisions, or other stipulations of this contract.

(b) No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the United States Government, or otherwise, shall be considered grounds for deviation from any stipulation of this contract.

(End of Clause)

### **G.3 Reimbursement of Cost (Apr 2000)**

(a) For the performance of this contract, the Government shall reimburse the Contractor the cost determined by the Contracting Officer to be allowable (hereinafter referred to as allowable cost) in accordance with the clause entitled Allowable Cost and Payment in Section I, Contract Clauses. Examples of allowable costs include, but are not limited to, the following:

(1) All direct materials and supplies which are used in the performing of the work provided for under the contract, including those purchased for subcontracts and purchase orders.

(2) All direct labor, including supervisory, that is properly chargeable directly to the contract, plus fringe benefits.

(3) All other items of cost budgeted for and accepted in the negotiation of this basic contract or modifications thereto.

(4) Special expenditures which, upon request from the Contractor, the Contracting Officer approves as being an allowable cost under this contract, such as purchase or lease of office furniture or equipment, etc..

(5) All travel costs plus per diem or actual subsistence for personnel while in an actual travel status in direct performance of the work and services required under this contract. These costs will be in accordance with the Contractor's policy and subject to the following:

(i) Air travel shall be by the most direct route using "air coach" or "air tourist" (less than first class) unless it is clearly unreasonable or impractical (e.g., not available for reasons other than avoidable delay in making reservations, would require circuitous routing or entail additional expense offsetting the savings on fare, or would not make necessary connections).

(ii) Rail travel shall be by the most direct route, first class with lower berth or nearest equivalent.

(iii) Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable and allowable to the extent that they do not exceed on a daily basis the per diem rates set forth in the Federal Travel Regulation (FTR).

(iv) Travel via privately owned automobile shall be reimbursed at not more than the current General Services Administration (GSA) FTR established mileage rate.

(b) Except as stated herein, the Contractor shall not incur costs unless the prior written authorization of the Contracting Officer has been obtained. When costs are incurred without such prior authorization, with the intent of claiming reimbursement as direct costs, it shall be at the contractor's risk.

(End of Clause)

### **G. 4 Invoice Submission**

(a) The Contractor shall submit one copy of contract invoices to the address shown below:

Centers for Disease Control and Prevention  
Financial Management Office  
PO Box 15580  
Atlanta, GA 30333

(b) The Contractor shall submit one (1) copy of contract invoices to the following address:

Centers for Disease Control and Prevention  
Procurement and Grants Office- Branch V  
Attention: David Staudt  
PO Box 18070 (U.S. Postal Address)  
626 Cochrans Mill Road (common carrier address)  
Pittsburgh, PA 15236

(c) The Contractor agrees to include (as a minimum) the following information on each invoice:

- (1) Contractor's Name & Address
- (2) Contractor's Tax Identification Number (TIN)
- (3) Contractor's DUNS Number
- (4) Contract Number
- (5) Invoice Number
- (6) Invoice Date
- (7) Total Amount of Invoice
- (8) Name, title and telephone number of person to be notified in the event of a defective invoice

(d) The Contractor shall, in addition to the above requirements, submit a detailed breakout of costs as described in G.6.

(e) The date of receipt of a proper invoice/voucher by the Finance Office shall be used for the purpose of Prompt Payment Act time computations.

(End of Clause)

## **G.5 Billing Instructions for Negotiated Cost-Type Contracts (Mar 2006)**

### **Introduction**

Reimbursement procedures related to negotiated cost-type contracts require that Contractors submit to the Government adequately prepared claims. The instructions that follow are provided for Contractors' use in the preparation and submission of invoices or vouchers requesting reimbursement for work performed. The preparation of invoices or vouchers as outlined below will aid in the review and approval of claims and enable prompt payment to the Contractor.

### **1. Forms to Be Used**

In requesting reimbursement, Contractors may use the regular Government voucher form, Standard Form 1034, "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035, "Continuation Sheet," or the Contractor's own invoice form. If the Contractor desires to use the Government's standard forms, a request for the forms may be submitted to the Contracting Officer. If the Contractor uses its own invoice, the billing must conform with the instructions set forth herein.

### **2. Submission of Invoices or Vouchers**

Invoices or vouchers shall be submitted per Section G of the contract. All original invoices or vouchers must be submitted to the Financial Management Office at the address show below:

The Centers for Disease Control and Prevention  
Financial Management Office (FMO)  
P.O. Box 15580  
Atlanta, GA 30333



Or – The Contractor may submit the original invoice/voucher or progress payment via facsimile or email:

Fax: 404-638-5324

Email: [FMOAPINV@CDC.GOV](mailto:FMOAPINV@CDC.GOV)

NOTE: Submit to only one (1) of the above locations.

In addition, the contractor shall submit 1 copy of the invoice/voucher or progress payment to the cognizant contracting office previously identified in this contract. These invoices/voucher copies shall be addressed as instructed in G.4.

**REMINDER: The original and each copy should be easily identifiable. Vouchers should be collated. Failure to submit vouchers in the proper format will delay your payment.**

### **3. Preparation of Invoices or Vouchers**

#### ***a. Summary of All Costs***

A summary of all current costs **must** be shown. This summary consists of a list identifying the general categories and the amounts incurred during the period covered by the billing, together with the portion of fee (if any) payable for that period. The reimbursable costs incurred and the dates of the period for which the charges are claimed must fall within the period specified in the contract.

#### ***b. Details of Costs Claimed***

A detailed breakdown **must** be provided to substantiate the categories shown on the summary of costs. The following describes some of the categories that might appear on your billings:

##### **(1) Direct Labor**

Direct Labor costs consist of salaries and wages paid for scientific, technical, and other work performed directly for the contract and pursuant to the contract terms. Labor costs, excluding fringe benefits and overtime premium pay, will be billed as follows:

*List the titles and amounts for employees whose salaries or wages, or portions thereof, were charged to the contract; show the rate (or hours) worked, and amount for each individual. The cost of direct labor, which is charged directly to the contract, must be supported by time records maintained in the contractor's office.*

##### **(2) Fringe Benefits**

If it is the Contractor's established practice to treat fringe benefits as a direct cost, such costs should be billed separately as a single item.

*NOTE:* Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as an "Other Direct Charge" if such treatment is in accordance with the Contractor's established accounting procedures.

##### **(3) Premium Pay**

Premium pay is the difference between the rates and amounts paid for overtime or shift work and amount normally paid on a straight time basis. Generally such pay is not included in the direct labor base and **should not be included** in the billing for "direct labor" unless the Contractor has consistently followed this practice in the past as a matter of policy. Premium pay of any kind unless provided for in the contract **must** be authorized by the Contracting Officer **in advance**. Billings for unauthorized premium pays have caused frequent delays in payment due to suspensions and exchange of correspondence. Citations of authorization for premium pay will avoid delays in payment. Authorized premium pay may be shown as a single item on the summary of costs. However, it must be separately itemized for each position, or job category, showing the amount, and a citation of the Contracting Officer's letter of authorization on the continuation sheet of the invoice or voucher.

##### **(4) Materials and Supplies**

Only those items, which the Contractor normally treats as “direct costs”, should be claimed under this heading. Major classifications of material *only* should be billed separately under appropriate classification. Items costing less than \$25.00 may be listed by category of materials or supplies. Show the description and dollar amount of individual classifications. All such charges *must be supported* by the Contractor’s office records.

**(5) Travel**

When authorized in the contract as a direct cost, travel costs that are directly related to specific contract performance may be billed as a direct cost. Travel cost detail should show:

- (a) Name of traveler and official title,
- (b) Purpose of trip,
- (c) Dates of departure and return to starting point (station or airport),
- (d) Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
- (e) If claim for subsistence is on per diem basis, show number of days, rate and amount, as authorized in contract.<sup>1</sup> If claim is based on actual cost of subsistence, show, on a daily basis, the amounts claimed for lodging and meals separately.
- (f) Reference to Contracting Officer’s letter of authorization if required by contract.

**(6) Consultant Fees**

Identify the consultant by name, number of days utilized, and amount of fee.

**(7) Equipment**

Nonexpendable personal property *must* be specifically approved in writing by the Contracting Officer or authorized by the terms of the contract. Billing data should include a description of item, make model, quantity, unit cost, total cost, and date approved by the Contracting Officer, if applicable. A copy of the vendor’s bill may be submitted in lieu of the identifying information.

**(8) Burden**

Pending establishment of final contract indirect cost rates for each of the Contractor’s fiscal years, the Contractor will be reimbursed based on a submittal of provisional rates as set forth in the contract. The contract may provide for more than one type indirect cost rate, such as overhead rate, and general and administrative expense rate, in which case the direct cost bases (e.g., direct labor, total direct cost, etc.)

**(9) Fee**

*c. Cumulative Amount Claimed*

The Contractor must show the cumulative amounts claimed by categories from the contract award date through the date of the current invoice or voucher, as well as the estimated cost to complete per category.

**QUICK CHECKLIST FOR INVOICE SUBMISSION:**

- Standard Forms 1034 and 1035 recommended. If submitting own forms, statement must conform to billing instructions
- Quarterly billing as a minimum
- Vouchers should be collated
- Detail of Cost Claimed

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(1) For purposes of computing per diem charges in lieu of actual subsistence charges, unless otherwise provided in the contract, a day is divided into four quarters that begin at 12 midnight, 6:00 AM, 12 noon, and 6:00 PM. For example, at an authorized per diem rate of \$35.00 per day, a traveler who departed at 9:15 AM on July 15 and returned at 6:45 PM on July 18 would be entitled to \$131.25.

## **G.6 Evaluation of Contractor Performance (Service) (Jan 2000)**

### (a) Purpose

In accordance with FAR 42.1502, the Contractor's performance will be periodically evaluated by the Government, in order to provide current information for source selection purposes. These evaluations will therefore be marked "Source Selection Information."

### (b) Performance Evaluation Period

The Contractor's performance will be evaluated for the base period and each option year.

### (c) Evaluators

The performance evaluation will be completed jointly by the Project officer and the Contracting officer.

### (d) Performance Evaluation Factors

The contractor's performance will be evaluated in accordance with the attachment listed in Section J titled contractor Performance Report.

### (e) Contractor Review

A copy of the evaluation will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor shall submit comments, rebutting statements, or additional information to the Contracting Officer within 30 calendar days after receipt of the evaluation.

### (f) Resolving Disagreements Between the Government and the Contractor

Disagreements between the parties regarding the evaluation will be reviewed at a level above the Contracting Officer. The ultimate conclusion on the performance evaluation is a decision of the contracting agency. Copies of the evaluation, contractor's response, and review comments, if any, will be retained as part of the evaluation.

### (g) Release of Contractor Performance Evaluation Information

The completed evaluation will not be released to other than Government personnel and the contractor whose performance is being evaluated. Disclosure of such information could cause harm both to the commercial interest of the Government and to the competitive position of the contractor being evaluated as well as impede the efficiency of Government operations.

### (h) Source Selection Information

Departments and agencies may share past performance information with other Government departments and agencies when requested to support future award decisions. The information may be provided through interview and/or by sending the evaluation and comment document to the requesting source selection official.

### (i) Retention Period

The agency will retain past performance information for a maximum period of three years after completion of contract performance for the purpose of providing source selection information for future contract awards.

(End of Clause)

**G.7 Contract Communications/Correspondence (Jul 1999)**

The Contractor shall identify all correspondence, reports, and other data pertinent to this contract by imprinting thereon the contract number from Page 1 of the contract.

(End of Clause)

**G.8 Payment by Electronic Funds Transfer (Dec 2005)**

(a) The Government shall use electronic funds transfer to the maximum extent possible when making payments under this contract. FAR 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, in Section I, requires the contractor to designate in writing a financial institution for receipt of electronic funds transfer payments.

(b) In addition to Central Contractor Registration, the contractor shall make the designation by submitting the form titled “ACH Vendor/Miscellaneous Payment Enrollment Form” to the address indicated below. **Note:** The form is either attached to this contract (see Section J, List of Attachments) or may be obtained by contacting the Contracting Officer or the CDC Financial Management Office at (404) 498-4050.

(c) In cases where the contractor has previously provided such designation, i.e., pursuant to a prior contract/order, and been enrolled in the program, the form is not required unless the designated financial institution has changed.

(d) The completed form shall be mailed after award, but no later than 14 calendar days before an invoice is submitted, to the following address:

The Centers for Disease Control and Prevention  
Financial Management Office (FMO)  
P.O. Box 15580  
Atlanta, GA 30333  
Or – Fax copy to: 404-638-5342

(End of Clause)

**G.9 Negotiated Indirect Cost Rates (Feb 2000)**

(a) Notwithstanding the provisions of the clause entitled Allowable Cost and Payment in Section I, Contract Clauses, allowable indirect costs under this contract shall be determined by applying the following negotiated indirect rates to the bases specified below:

TYPE	RATE	BASE
Fringe	46.26%	Employee Labor 1
Fringe 2	15.33%	Employee Labor 2
Overhead	25.82%	Employee Labor + Fringes
Subcontractor Handling	3.92%	Subcontracts
G&A	13.49%	Employee Labor+Fringses+Overhead+Associate Labor+ non-Subcontract ODCs+Subcontractor Handling

(b) The above rates are provisional billing rates only and shall apply from the date of award until such time as the contract is amended. Any modification to change the above rates will also state the effective period covered for the new rates.

**G.10 Electronic Subcontracting Reporting System (eSRS) (Dec 2005)**

The contractor shall register with the Electronic Subcontracts Reporting System (eSRS) for the submission of its Individual Subcontract Report (SF 294) and the Annual Summary Reports (SF 295). Before registering in eSRS, the contractor information must be correct in Central Contractor Registration database. The eSRS is a world wide web-based application available at: <http://www.esrs.gov>. The eSRS website provides training and instruction for data submission.

(End of Clause)

**G.11 Subcontracting Plan (Jul 1999)**

The Contractor's subcontracting plan, as negotiated, submitted in response to Solicitation 2008-N-10428, is hereby incorporated into this contract by reference.

(End of Clause)

## Section H - Special Contract Requirements

### H. 1 HHSAR 352.270-5 Key Personnel (January 2006)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor), the Contractor shall notify the Contracting Officer and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to permit evaluation by the Government of the impact on performance under this contract. The Contractor shall not divert or otherwise replace any key personnel without the written consent of the Contracting Officer. The Government may modify the contract to add or delete key personnel at the request of the contractor or Government.

<u>Name</u>	<u>Job Title</u>
Dr. John Mauro	Program Manager

(End of clause)

### H.2 Suitability Determination Requirements (Nov 2002)

(a) Definitions.

NOTE: If any information obtained under these procedures warrant notification to an enforcement agency, then that information will be turned over to the proper enforcement agency.

(a) Definitions.

- (1) "Favorable Suitability Determination" means a favorable NACI report that results in identification of those individuals who have been found to be of a satisfying propriety, who are able, and are qualified to perform.
- (2) "Partial Determination" means a decision based on a limited amount of information that grants access for a limited amount of time. Partial suitability refers to the time after the 72 consecutive hours, not including weekends and Government holidays, initial fingerprint results are received but before the results of the full NACI are received.
- (3) "Employees" means both contractor and subcontractor employees unless otherwise noted.
- (4) "On-site" means CDC owned or leased facilities.
- (5) The phrase "CDC owned or leased facilities" for purpose of this clause refers to Atlanta, GA area facilities only.
- (6) "NACI" means National Agency Check and Investigation.

(b) General

(1) The Contractor shall be responsible for managing its workforce to ensure that a sufficient number of contract employees obtain satisfactory suitability determinations and are available to perform the duties required under the contract. New or replacement contract employees must obtain a favorable suitability determination in sufficient time to perform work at an on-site facility under the contract. If it has been over one (1) year since a contract employee has worked in a position on a Federal contract for which a security clearance or suitability determination was required, a new National Agency Check and Inquiry (NACI) must be obtained.

(2) All contract employees who will perform work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 30 days in duration shall receive a partial determination prior to reporting to work at an on-site facility. All responsibility and cost for obtaining and submitting the required documents to the Personnel

Security Specialist shall be borne solely by the Contractor. In addition, no damages for delay shall be incurred by the Government as a result of conditions resulting in delay by the Contractor in obtaining required clearance(s) for any proposed employee. Any contract employee(s) who cannot obtain a full favorable suitability determination will not be permitted to work at an on-site facility. The issuance of a partial suitability determination is not automatic assurance that the full suitability determination will follow. In addition, the issuance of a favorable partial suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of a partial suitability determination if subsequent information so warrants.

(3) If contractors have current National Security Clearance (i.e. Secret or Top Secret) status and they are required to hold such a status for their responsibilities at CDC, they may have their security office send verification of their clearance to the CDC Personnel Security Section (PSS), Attn: Randy La Guins. The PSS will verify the clearance. If the clearance is still current there will not need for that individual to go through the NACI process.

(c) Statewide Motor vehicle Check:

The Contractor shall obtain two copies of the statewide motor vehicle violations check for any contract employee required to operate a motor vehicle as part of their duties under the contract at an on-site facility. The Contractor shall provide one copy to the Contracting Officer not later than five days after contract award and one copy to the Personnel Security Specialist at the time other paperwork for suitability determination is reviewed and processed. Motor vehicle violation checks shall cover a twelve (12) month period beginning twelve (12) months prior to the date of the contract award. Motor vehicle violation checks may be obtained through local law enforcement agencies at the contract employee's place of residence. Where statewide motor vehicle violation systems are not available, countywide or citywide checks may be substituted. All substitutions shall be certified by the law enforcement agency that a state wide record system is not available.

(d) Safety Survival Skills Training:

All contract employees who will perform work under this contract on-site (i.e., in a CDC owned or leased facility) for a period exceeding 30 days in duration shall successfully complete the CDC Health and Safety Survival Skills Training prior to reporting to work at an on-site facility. Contractor employee(s) shall not be permitted to work at an on-site facility if they do not pass the Health and Safety Survival Skills Training test. The Contractor may choose from two options to acquire Health and Safety Training for his employee(s). The options are: (1) The training may be given by the CDC Training Coordinator, at the Contractor's facility or some other site of the Contractor's choosing if the Contractor has twenty-five or more employees to be trained. (2) The Contractor may obtain Health and Safety Training booklets from the Health and Safety Training Coordinator, train his own staff, and make arrangements for the Health and Safety Training Coordinator to administer the test. There is no cost to the Contractor for the training or training booklets.

(e) National Agency Check and Inquiry (NACI) Clearance:

(1) Contractor employees cleared through this process while previously employed on another CDC contract shall be required to receive a current favorable suitability determination if twelve months or more time has elapsed since the previous determination.

(2) Unless otherwise specified, the Contractor shall submit the completed forms specified below to the CDC Personnel Security Section in the Koger Center, Stanford Building, 2960 Brandywine Road, Atlanta, GA 30341, not later than seven (7) calendar days before the effective date of the contract. Items (i) and (ii) must be completed by contractor employees who require access to on-site facilities in the performance of the contract. Additionally, the contractor shall furnish, on a monthly basis, item (iii). (However, if the information requested in Item (iii) is provided as part of the Contractor's standard invoice, no additional submission is required). The Contractor can obtain the government Standard Forms (SF) and the Optional Forms (OF) specified below from the Office of Personnel Management (OPM) web site. The web site address is: <http://www.opm.gov/forms/htm>.

FORMS:

- (i) One (1) completed Standard Form 85, "Questionnaire for Non-Sensitive Positions"
- (ii) One (1) completed Optional Form 306, "Declaration for Enrollment"

(iii) A complete listing of all current Contractor and Subcontractor on-site employees by name, work location and employer.

(3) Fingerprinting Procedures:

(i) The CDC, Personnel Security Section has the necessary equipment to accomplish fingerprinting. After award of a contract, the Contractor shall provide a list of Contractor and Subcontractor employees who will perform work, for a period of 30 or more days, at a CDC facility under the contract. The list shall contain names of the employees and their corresponding social security numbers. Upon receipt of the list from the Contractor, the Contracting Officer shall forward a copy of it to the Personnel Security Section, the Project Officer, and the Project Administrative Officer (AO). Two business days after providing the list of employees to the Contracting Officer, the Contractor may contact the Personnel Security Section (770-488-1707/1027/1029) during normal working hours (8:00am - 4:30pm Eastern Time) and make an appointment to have his employees and Subcontractor employees fingerprinted at the Koger Stanford Bldg, 2960 Brandywine Road, Atlanta, GA 30341. Contractor employees will be fingerprinted on Tuesdays, Wednesdays, and Thursdays (except for Federal Holidays), 9:00am - 3:00pm Eastern Time. Contractor employees will be required to wait a minimum of 72 hours after under going the initial fingerprinting before a partial suitability determination can be made and a Cardkey/badge can be issued.

(ii) Using the forms and the fingerprint procedures specified above, a NACI will be processed by the CDC Personnel Security Section through the Office of Personnel Management and the Federal Bureau of Investigations (OPM/FBI) on each contractor employee who will perform duties on-site for more than 30 days. The Personnel Security Section will provide the names of contractor personnel who passed or failed the NACI to the Contracting Officer and to the Project Officer. Passing the NACI will constitute a favorable suitability determination; failing the NACI shall constitute an unsuitable determination.

(g) Removal of Contractor Employees

(1) The PSS will immediately notify the Contracting Officer if the fingerprint results come back inconclusive. The Contracting Officer will communicate the results to the Project Officer and the Contractor. The Contractor may require the employee to be re-fingerprinted or may substitute another employee to be fingerprinted (if not already fingerprinted). The process will continue until favorable results are received.

(2) The Personnel Security Section shall provide the names of contractor personnel who do not favorably pass the NACI to the Contracting Officer and Project Officer. Upon receipt of such a list, the Contracting Officer shall notify the Contractor and require the Contractor to immediately remove any contract employee on the list from the on-site facility who failed to receive a favorable suitability determination. Such a demand will be made because that employee's continued employment is deemed contrary to the public interest, inconsistent with the best interests of security, or may be identified as a potential threat to the health, safety, security, general well being, or operational mission of the on-site facility and its population. The Contracting Officer may also require the Contractor to immediately remove any contract employee from the on-site facility should it be determined that the individual who is being assigned to duty has been disqualified for suitability reasons, or who is found to be unfit for performing duties during their tour(s) of duty. Contract employees who require removal from the on-site facility shall leave the work site immediately.

(3) After normal business hours, or in situations where a delay would not be in the best interest of the Government, or a potential threat to the health, safety, security, general well being, or operational mission of the facility and its population, the Project Officer will have the authority to direct immediate removal of the contractor employee from the on-site facility.

(4) The Contracting Officer shall subsequently provide the official, written notification to the Contractor documenting the reason for removal of the contractor employee from the CDC facility. When removal is directed due to an unfavorable NACI report constituting a non-suitability determination, no further information will be provided. If removal is directed for other reasons relating to specific conduct of the employee during performance of the work, the Contracting Officer's official, written notification will provide information as to these reasons.

(h) Identification Badges/Cardkey Access:



(1) Identification Badges:

(i) The Contractor shall require each contractor employee who has been authorized unescorted access to an on-site facility, to wear and display an identification badge furnished by the CDC. After fingerprinting is complete, the PSS will collect the paperwork and issue the individual a receipt indicating that the NACI has been submitted and that fingerprint results will be completed within 72 hours.

(ii) The Project Administrative Officer will initiate in a Cardkey Request Form (CDC Form 0.834) and the Identification (ID) Badge Request Form (CDC Form 0.1137) for each contractor person and forward both forms to the Cardkey Office. The Cardkey Office personnel shall complete the Cardkey Form and make the Cardkey. The Cardkey Office will forward the Cardkey and the ID Badge Form to the ID Badge Office. The ID Badge Request Forms will accompany the Cardkey for ease of completing the ID Badge process. The cardkeys will be held at the ID Badge Office until the individual arrives to have their ID Badge made. The ID Badge Office will be staffed Monday - Thursday, 8:00am - 4:00pm Eastern Time, (except for Federal holidays). All Contractors must come to this location to have their photo ID's made.

(2) Return of Identification Badges/Cardkeys:

(i) The Contractor shall arrange for the return of all employee identification badges and/or cardkeys immediately upon separation of duties at the on-site facility. Contact the Project Officer or the Project AMO for location of the depositories for the return of badges. Cardkeys shall be returned to the appropriate Office.

(ii) Final payment shall be withheld in the amount of \$500.00 for each badge or cardkey issued until all badges and cardkeys are returned to appropriate CDC Office. The Project Officer shall be responsible for monitoring this activity.

(End of Clause)

### **H.3 Prohibition on the Use of Appropriated Funds for Lobbying Activities (Jul 1999)**

The contractor is hereby notified of the restrictions on the use of Department of Health and Human Service's funding for lobbying of Federal, State and Local legislative bodies.

Section 1352 of Title 10, United States Code (Public Law 101-121, effective 12/23/89), among other things, prohibits a recipient (and their subcontractors) of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds (other than profits from a federal contract) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions; the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement. For additional information of prohibitions against lobbying activities, see FAR Subpart 3.8 and FAR Clause 52.203-12.

In addition, the current Department of Health and Human Services Appropriations Act provides that no part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support, or defeat legislation pending before the Congress, or any State or Local legislature except in presentation to the Congress, or any State or Local legislative body itself.

The current Department of Health and Human Services Appropriations Act also provides that no part of any appropriation contained in this Act shall be used to pay the salary or expenses of any contract or grant recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress, or any State or Local legislature.

(End of Clause)

#### **H.4 Smoke Free Environment (Jul 1999)**

In compliance with Department of Health and Human Services (DHHS) regulations, all contractor personnel performing work within CDC/ATSDR facilities shall observe the CDC/ATSDR smoke-free working environment policy at all times. This policy prohibits smoking in all CDC/ATSDR buildings and in front of buildings which are open to the public. This policy is also applicable to contractor personnel who do not work full-time within CDC/ATSDR facilities, but are attending meetings within CDC/ATSDR facilities.

(End of Clause)

#### **H.5 Representations, Certifications and Other Statements of Offerors (Jul 1999)**

The Representations, Certifications and Other Statements of Offerors submitted by SC&A, Inc. dated 10/02/2008 are hereby incorporated by reference, with the same force and effect as if they were given in full text.

(End of Clause)

#### **H.6 Privacy Act Applicability (Apr 2000)**

(a) Notification is hereby given that the Contractor and its employees are subject to criminal penalties for violation of the Privacy Act to the same extent as employees of the Government. The Contractor shall assure that each of its employees knows the prescribed rules of conduct and that each is aware that he or she can be subjected to criminal penalty for violation of the Act. A copy of 45 CFR Part 5b, Privacy Act Regulations, may be obtained at the following website: [http://www.access.gpo.gov/nara/cfr/waisidx\\_02/45cfr5b\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/45cfr5b_02.html)

(b) The Project Officer is hereby designated as the official who is responsible for monitoring contractor compliance with the Privacy Act.

(c) The Contractor shall follow the Privacy Act guidance as contained in the Privacy Act system notice provided in Section J, List of Attachments.

#### **H.7 Data Subject to Confidentiality Requirements (May 1998)**

The type(s) of data subject to the clause at 352.224-70, Confidentiality of Information, which has been incorporated by reference in Section I, are as follows:

*"All data generated by work under this contract, including any personal identifying information."*

Following are the requirements for handling these data:

*"Data must be handled in accordance with the protocols developed for the project and in accordance with any data handling directions provided by the Project Officer."*

(End of Clause)

#### **H.8 Observance of Legal Holidays and Administrative Leave (Government Facilities Performance) (Jan 2000)**

(a) Holidays

Government personnel observe the following listed days as holidays:

New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal Statute  
Any other day designated by Executive Order  
Any other day designated by Presidential proclamation

The Contractor shall observe the above holidays on the date observed by the Government. Observance of such days by Government personnel shall not "on-its-face" be for an additional period of performance, or entitlement of compensation except as set forth within the contract. Contractor employees performing duties within Government facilities are automatically relieved from duty by virtue of the fact that Government employees are dismissed early or given the day off, (with the exception of 24-hour/day service requirements). No form of holiday or other premium compensation will be reimbursed; however, this does not preclude reimbursement for authorized overtime work.

(b) **Unscheduled Facility Closures**

In the event the Government facilities are closed due to inclement weather, potentially hazardous conditions, and other special circumstances, contractor personnel assigned to work within those facilities are automatically dismissed. In this instance, the cost of salaries and wages for the period of any such excused absence may be charged in the same manner as the effected employee's regular time (direct cost for those employees whose salaries are normally a direct cost; indirect cost for those employees whose salaries are normally an indirect cost), provided that such charges are in accordance with the contractor's accounting system/policy. In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his duly appointed representative.

(End of Clause)

**H.9 Government Property (Jan 2000)**

(a) **Government-Furnished Property (GFP).** The Government reserves the right to supply the Contractor, as Government-furnished property, any additional supplies, equipment, and materials determined by the Contracting Officer to be necessary and in the best interest of the Government in the performance of this contract provided the property is furnished, or the Contractor is notified of the Government's intent to furnish it, prior to the Contractor's commitment to acquire such items.

(b) **Contractor-Acquired Property (CAP).** Regardless of the place of performance, when the costs of such items will be charged to the contract, the Contractor must receive written consent from the Contracting Officer prior to purchase of any item which requires such consent under FAR 52.244-2 (see Section I, FAR 52.244-2, paragraphs (c), (d) and (e)).

(c) If performance of this contract is within and on Government facilities, and the Government-furnished property or contractor-acquired property is for use only within or on the Government facilities, the control and accountable record keeping for such property shall be retained by the Government (see FAR 52.245-1, Property Records). The Contractor shall remain accountable for loss or damage, but will not be required to submit an annual inventory or

place its own bar codes on the items. The Government will provide property labels and other identification for contractor-acquired Government property under this paragraph.

(d) If performance of this contract is not within Government facilities, and there is either Government-furnished property or contractor-acquired property being used in performance of the work, the Contractor shall be responsible for the control and accountable record keeping for such property in accordance with FAR Subpart 45.5 as supplemented by HHS Publication (OS) 74.115 entitled "Contractor's Guide for Control of Government Property," a copy of which will be provided upon request.

(e) The Chief of Material Management Branch, PGO, Centers for Disease Control and Prevention (CDC), is hereby designated as the Property Administrator for this contract. The Contractor agrees to furnish information regarding the Government property under this contract to the Property Administrator, an authorized representative, or a duly designated successor(s). The Contractor shall identify each item of equipment furnished by the Government to the Contractor or acquired by the Contractor using contract funds, with a suitable decal, tag, or other marking, as prescribed by the Property Administrator, and shall follow the guidance set forth in the "Contractor's Guide for Control of Government Property."

(End of Clause)

#### **H.10 Non-Disclosure Agreements for Contractor and Contractor Employees – Mar 2006**

- (a) The contractor shall prepare and submit a Non-Disclosure Agreement (NDA) to the Contracting Officer prior to access of government information or the commencement of work at CDC.
- (b) The NDA made part of this clause, exhibit I and II, is required in service contracts where positions and/or functions proposed to be filled by contractor's employees will have access to non-public and procurement-sensitive information. The NDA also requires contractor's employees properly identify themselves as employees of a contractor when communicating or interacting with CDC employees, employees of other governmental entities (when communication or interaction relates to the contractor's work with the CDC), and members of the public. The Federal Acquisition Regulation (FAR) 37.114 (c), states "All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed."
- (c) The Contractor shall inform employees of the identification requirements by which they must abide and monitor employee compliance with the identification requirements.
- (d) During the contract performance period, the Contractor is responsible to ensure that all additional or replacement contractors' employees sign a NDA and it is submitted to the Contracting Officer prior to commencement of their work with the CDC.
- (e) Contractor employees in designated positions or functions that have not signed the appropriate NDA shall not have access to any non-public, procurement sensitive information or participate in government meeting where sensitive information maybe discussed.
- (f) The Contractor shall prepare and maintain a current list of employees working under NDAs and submit to the Contracting Officer upon request during the contract period of performance. The list should at a minimum include: contract number, employee's name, position, date of hire and NDA requirement.

**EXHIBIT I**  
Centers for Disease Control and Prevention (CDC)  
Contractor Non-Disclosure Agreement

**I. Non-public Information**

[Name of contractor] understands that in order to fulfill the responsibilities pursuant to [Contract name and number] between the Centers for Disease Control and Prevention and [Name of CDC contractor] dated [date], employees of [contractor] will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

In order to properly safeguard non-public information, [contractor] agrees to ensure that prior to being granted access to government information or the commencement of work for the CDC, whichever is applicable, all employees will sign a Non-Disclosure Agreement (NDA) provided by the CDC prior to beginning work for the CDC. Contractor agrees to submit to the contracting official the original signed copies of NDAs signed by the contractor's employees in accordance with the instructions provided by the contracting official. Failure to provide signed NDAs in accordance with this agreement and instructions provided by the contracting official could delay or prevent the employee from commencing or continuing work at the CDC until such agreement is signed and returned to the contracting official.

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee any non-public information that the employee may obtain in connection with the performance of the employee's responsibilities to the CDC.

**II. Procurement-Sensitive Information**

Contractor further agrees that it will not cause or encourage any employee to disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual, other than an authorized Government employee, any procurement-sensitive information gained while in connection with fulfilling the employee's responsibilities at the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personnel involved in the solicitation; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

Contractor understands and agrees that employee access to any procurement-sensitive information may create a conflict of interest which will preclude contractor from becoming a competitor for any acquisition(s) resulting from this information. Therefore, if an employee participates in any discussions relating to procurement-sensitive information, assists in developing any procurement-sensitive information, or otherwise obtains any procurement-sensitive information during the course of performing duties at the CDC, contractor understands and agrees that contractor are be excluded from competing for any acquisition(s) resulting from this information.

**III. Identification of Non-Government Employees**

Contractor understands that its employees are not agents of the Government. Therefore, unless otherwise directed in writing by the CDC, contractor agrees to assist and monitor employee compliance with the following identification procedures:

- A. At the beginning of interactions with CDC employees, employees of other governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), contractors' employees will identify themselves as an employee of a contractor.
- B. Contractors' employees will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages, in connection with contractual duties to the CDC:
  - Employee's name*
  - Name of contractor*
  - Center or office affiliation*
  - Centers for Disease Control and Prevention
- C. At the beginning of telephone conversations or conference calls, contractors' employees will identify themselves as an employee of a contractor.
- D. Contractors should not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises. The only other exception is when a CDC management official has granted permission to use the CDC logo.
- E. Contractors' employees will program CDC voice mail message to identify themselves as an employee of a contractor.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. Contractor acknowledges that contractor has read and fully understands this agreement.

Name of contractor: \_\_\_\_\_

Signature of Authorized Representative of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Copies retained by: contracting official and contractor

## EXHIBIT II

Centers for Disease Control and Prevention (CDC)  
Contractors' Employee Non-Disclosure Agreement

### I. Non-Public Information

I understand that in order to fulfill my responsibilities as an employee of [Name of CDC contractor], I will have access to non-public information, including confidential and privileged information contained in government-owned information technology systems. For purposes of this agreement, confidential information means government information that is not or will not be generally available to the public. Privileged information means information which cannot be disclosed without the prior written consent of the CDC.

I [Name of Employee], agree to use non-public information only in performance of my responsibilities to the CDC. I agree further that I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any non-public information that I may obtain in connection with the performance of my responsibilities to the CDC.

### II. Procurement-Sensitive Information

I further agree that unless I have prior written permission from the CDC, I will not disclose, publish, divulge, release, or make known in any manner or to any extent, to any individual other than an authorized Government employee, any procurement-sensitive information gained in connection with the performance of my responsibilities to the CDC. I specifically agree not to disclose any non-public, procurement-sensitive information to employees of my company or any other organization unless so authorized in writing by the CDC. For purposes of this agreement, procurement-sensitive information includes, but is not limited to, all information in Statements of Work (SOW), Requests for Contract (RFC), and Requests for Proposal (RFP); Responses to RFPs, including questions from potential offerors; non-public information regarding procurements; all documents, conversations, discussions, data, correspondence, electronic mail (e-mail), presentations, or any other written or verbal communications relating to, concerning, or affecting proposed or pending solicitations or awards; procurement data; contract information plans; strategies; source selection information and documentation; offerors' identities; technical and cost data; the identity of government personal involved in the acquisition; the schedule of key technical and procurement events in the award determination process; and any other information that may provide an unfair competitive advantage to a contractor or potential contractor if improperly disclosed to them, or any of their employees.

I understand and agree that my access to any procurement-sensitive information may create a conflict of interest which will preclude me, my current employer, or a future employer from becoming a competitor for any resulting government acquisition derived from this information. Therefore, if I participate in any discussions relating to procurement-sensitive information, assist in developing any procurement-sensitive information, or otherwise obtain any procurement-sensitive information during the course of performing my duties at the CDC, I understand and agree that I, my current employer, and any future employer(s) are excluded from competing for any resulting acquisitions.

### **III. Special Non-Disclosure Clause for Contractors with Access to CDC Grants Management and Procurement-Related Information Technology Systems**

In addition to complying with the non-disclosure requirements and safeguards stated above, I understand that my authorization to use CDC's grants management and procurement systems is strictly limited to the access and functions necessary for the performance of my responsibilities to the CDC and which have been approved in advance by the CDC. I understand that I am not authorized to enter procurement requests for any requirements pertaining to contracts or subcontracts held by me or my employer.

### **IV. Identification as a Non-Government Employee**

I understand that as an employee of a government contractor, I represent an independent organization and I am not an agent of the Government. Therefore, I agree that unless I have prior written authorization from the CDC, I will, at the beginning of interactions with CDC employees, employees of other governmental entities, members of the public, or the media (when such communication or interaction relates to the contractor's work with the CDC), identify myself as an employee of a contractor. I further agree to use the following identification procedures in connection with my work at the CDC:

A. I will include the following disclosures in all written communications, including outgoing electronic mail (e-mail) messages:

*Employee's name*  
*Name of contractor*  
*Center or office Affiliation*  
Centers for Disease Control and Prevention

B. I will identify myself as an employee of a contractor at the beginning of telephone conversations or conference calls;

C. I will not wear any CDC logo on clothing, except for a CDC issued security badge while carrying out work for CDC or on CDC premises; the only other exception is when a CDC management official has granted permission to use the CDC logo.

**D.** I will program my CDC voice mail message to identify myself as a contractor's employee.

I understand that federal laws including, 18 U.S.C. 641 and 18 U.S.C. 2071, provide criminal penalties for, among other things, unlawfully removing, destroying or converting to personal use, or use of another, any public records. I acknowledge that I have read and fully understand this agreement.

Name of contractor: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Copies retained by: contracting official, contractor, and Employee



## Section I - Contract Clauses

### Section I-1 - Clauses Incorporated By Reference

#### I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://acquisition.gov/far/index.html>

(End of Clause)

#### I.2 FAR 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “*(Deviation)*” after the date of the clause.

(b) The use in this solicitation or contract of any HHSAR (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of “*(Deviation)*” after the name of the regulation.

<b>FAR SOURCE</b>	<b>TITLE AND DATE</b>
52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
52.203-13	Contractor Code of Business Ethics and Conduct (Dec 2007)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Apr 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (Oct 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (Oct 1997)
52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)

52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997)

52.216-7 Allowable Cost and Payment (Dec 2002)

52.216-8 Fixed Fee – (Mar 1997)

52.219-8 Utilization of Small Business Concerns (May 2004)

52.219-9 Small Business Subcontracting Plan (Apr 2008)

52.219-9 Small Business Subcontracting Plan – Alternate II (Oct 2001)

52.219-16 Liquidated Damages - Subcontracting Plan (Jan 1999)

52.222-1 Notice to Government of Labor Disputes (Feb 1997)

52.222-3 Convict Labor (Jun 2003)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005)

52.222-21 Prohibition of Segregated Facilities (Feb 1999)

52.222-26 Equal Opportunity (Mar 2007)

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)

52.222-36 Affirmative Action for Workers With Disabilities (Jun 1998)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)

52.222-50 Combating Trafficking in Persons (Aug 2007)

52.223-6 Drug-Free Workplace (May 2001)

52.223-10 Waste Reduction Program (Aug 2000)

52.223-14 Toxic Chemical Release Reporting (Aug 2003)

52.224-1 Privacy Act Notification (Apr 1984)

52.224-2 Privacy Act (Apr 1984)

52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)

52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)

52.227-1 Authorization and Consent (Dec 2007)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Oct 2008)

52.227-3 Patent Indemnity (Apr 1984)

52.230-2 Cost Accounting Standards (Oct 2008)

52.230-3 Disclosure and Consistency of Cost Accounting Practices (Oct 2008)

52.230-6 Administration of Cost Accounting Standards (Mar 2008)

52.232-9 Limitation on Withholding of Payments (Apr 1984)

52.232-17 Interest (Oct 2008)

52.232-23 Assignment of Claims (Jan 1986)

52.232-25	Prompt Payment (Oct 2008)
52.232-25	Prompt Payment Alternate 1 (Feb 2002)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (Oct 2003)
52.233-1	Disputes (Jul 2002)
52.233-3	Protest After Award (Aug 1996)
52.233-3	Protest after Award - Alternate I (Jun 1985)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (Jul 1995)
52.243-2	Changes – Cost Reimbursement (Aug 1987)
52.243-2	Changes - Cost-Reimbursement – Alternate I (Apr 1984)
52.243-7	Notification of Changes (Apr 1984)
52.244-5	Competition in Subcontracting (Dec 1996)
52.245-1	Government Property (Jun 2007)
52.245-9	Use and Charges (Jun 2007)
52.246-20	Warranty of Services (May 2001)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

**HHSAR SOURCE**

**TITLE AND DATE**

352.216-72	Additional Cost Principles (Jan 2006)
352.228-7	Insurance -- Liability to Third Persons (Dec 1991)
352.232-9	Withholding of Contract Payments (Jan 2006)
352.233-70	Litigation and Claims (Jan 2006)
352.242-71	Final Decisions on Audit Findings (Apr 1984)
352.270-6	Publications and Publicity (Jan 2006)
352.270-7	Paperwork Reduction Act (Jan 2006)
352.270-10	Anti-Lobbying (Jan 2006)
352.270-11	Privacy Act (Jan 2006)
352.270-19 (b)	Electronic and Information Technology Accessibility (Jan 2006)
352.224-70	Confidentiality of Information (Jan 2006)
352.249-14	Excusable Delays (Jan 2006)

## **Section I-2 - Clauses Incorporated In Full Text**

### **I.3 FAR 52.215-19 Notification of Ownership Changes (Oct 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

### **I.4 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within any time prior to expiration of the contract or any exercised option periods; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

### **I.5 FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed (\$0.00 ) or the overtime premium is paid for work –

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall –
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

#### **I.6 FAR 52.244-2 Subcontracts (Jun 2007)**

(a) *Definitions.* As used in this clause –

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (e) or (d) or this clause.

(c) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds –

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the national Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For contracts awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) or this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Saliant, Inc.

(End of Clause)

#### **I.7 FAR 52.244-6 Subcontracts for Commercial Items (Mar 2007)**

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

### **I.8 HHSAR 352.202-1 Definitions (January 2006)**

(a) In accordance with 52.202-1(a)(1), substitute the following as paragraph (a):

“(a) The term “Secretary” or “Head of the Agency” (also called “Agency Head”) means the Secretary, Deputy Secretary, or any Assistant Secretary, Administrator or Commissioner of the Department of Health and Human Services; and the term “his/her duly authorized representative” means any person, persons, or board authorized to act for the Secretary.”

(b) In accordance with 52.202-1(a)(1), add the following paragraph (h):

“(h) The term “Project Officer” means the person who monitors the technical aspects of contract performance. The Project Officer is not authorized to issue any instructions or directions which cause any increase or decrease in the scope of work which would result in the increase or decrease in the price of this contract, or changes in the delivery schedule or period of performance of this contract. If applicable, the Project Officer is not authorized to receive or act upon any notification or revised cost estimate provided by the Contractor in accordance with the Limitation of Cost or Limitation of Funds clauses of this contract.”

### **I.9 HHSAR 352.270-1 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (Jan 2001)**

The Contractor agrees as follows:

(a) Planning. The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth in 28 CFR 36.101 – 36.500 and Appendix A: ADA Accessibility Guidelines (ADAAG). The plan shall be submitted to the project officer for approval prior to initiating action. ( A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.)

(b) Facilities. Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be in compliance with 28 SCR 36.101 – 36.500 and Appendix A. The Contractor shall determine, by an on-site inspection, that the facility meets these requirements.

(1) Parking. Parking shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(2) Entrances. Entrances shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(3) Meeting Rooms. Meeting rooms, including seating arrangements, shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A. In addition, stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramp may not necessarily be independently negotiable if space



does not permit. However, any slope over 1:12 must be approved by the Project Officer and the Contractor must provide assistance to negotiate access to the stage or platform.

(4) Restrooms. Restrooms shall be in compliance with 28 CFR 36.101 – 36.500 and Appendix A.

(5) Eating Facilities. Eating facilities in the meeting facility must also comply with 28 CFR 36.101 – 36.500 and Appendix A.

(6) Overnight Facilities. If overnight accommodations are required, the facility providing the overnight accommodations shall also comply with 28 CFR 36.101 – 36.500 and Appendix A.

(7) Water Fountains. Water fountains shall comply with 28 CFR 36.101 – 36.500 and Appendix A.

(8) Telephones. Public telephones shall comply with 28 CFR 36.101 – 36.500 and Appendix A.

(c) Provisions of Services for Attendees with Sensory Impairments.

(1) The Contractor, in planning the meeting, conference, or seminar, shall include in all announcements and other materials pertaining to the meeting, conference, or seminar a notice indicating that services will be made available to persons with sensory impairments attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that persons with sensory impairments may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a telecommunication device for the deaf (TDD).

(2) The Contractor shall provide, at no additional cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

(3) As a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For persons with hearing impairments, qualified interpreters. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For persons with vision impairments, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for persons with sensory impairments. Readers, Braille translations, large print text, and/or tape recordings are all acceptable. These materials shall be available to individuals with sensory impairments upon their arrival.

(4) The Contractor is responsible for making a reasonable effort to ascertain the number of individuals with sensory impairments who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no person with sensory impairment in attendance, the provision of those services under paragraph (c) of this clause for the nonrepresented group, or groups, is not required.

(End of clause)

#### **I.10 FAR 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)**

(a) Definition. As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices

to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **I.11 Health Information Technology (Aug 2008)**

Executive Order 13410: *Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs* promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. To support this mission, the awardee shall, at a minimum, implement the following clause(s)/condition(s) and, in doing so, the actions and steps taken to implement the clause(s)/condition(s) shall not impose additional costs onto the Federal Government.

##### Interoperability of Health IT Systems

- Use recognized health information interoperability standards at the time of the system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract.
- Use the Centers for Disease Control's (CDC) Public Health Information Network (PHIN), such as requirements, standards, specifications, and promising practices, in the research and implementation of efficient, effective, and interoperable public health information systems, to facilitate interoperability with public health organizations and networks. More information about PHIN can be found at [www.cdc.gov/phin](http://www.cdc.gov/phin).

- Where offerors/awardees support or participate in health information [or data] exchange with disparate entities, offerors/awardees must have an architecture that is compatible with the architecture of the Nationwide Health Information Network ([www.hhs.gov/healthit/healthnetwork/background](http://www.hhs.gov/healthit/healthnetwork/background)).

#### Adoption/Incentives

- Use health IT products, such as electronic health records, personalized health records, and the network components through which they operate and share information, certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products.
- Use services available at HHS' Agency for Healthcare Research and Quality (AHRQ) National Resource Center for Health Information Technology (NRC) at [www.healthit.ahrq.gov](http://www.healthit.ahrq.gov). The NRC provides technical assistance, identifies challenges to health IT adoption and use, and identifies solutions and best practices that have the potential to transform clinical practice through the best and most effective use of IT.
- Partner with other health care plans, local quality improvement organizations, and/or local medical societies to promote the adoption of certified electronic health records in physician office settings.
- Partner with other health care plans and/or local hospital associations to promote the adoption of certified electronic health records in the hospital setting.
- Offer products which provide incentives to consumers to access and use price and quality information.
- Offer pay-for-performance programs that reward use of certified electronic health record systems.

#### Transparency of Quality Measurements

- Report and publish consensus-based quality measures using standardized methodologies.
- Contribute to all-payor claims data sets, where applicable.
- Partner with providers, employers, and consumers to determine the manner in which quality metrics will be made available to the public in local or regional areas.

### **I. 12 Standard for Security Configurations of IT Systems**

1. The Contractor shall ensure new systems are configured with the applicable Federal Desktop Core Configuration (FDCC) ([http://nvd.nist.gov/fdcc/download\\_fdcc.cfm](http://nvd.nist.gov/fdcc/download_fdcc.cfm)) and applicable configurations from <http://checklists.nist.gov>, as jointly identified by the Operating Division (OPDIV)/Staff Division (STAFFDIV) Contracting Officer's Technical Representative (COTR) and the Chief Information Security Officer (CISO).
2. The Contractor shall ensure hardware and software installation, operation, maintenance, update, and/or patching will not alter the configuration settings specified in: (a) the FDCC (<http://nvd.nist.gov/fdcc/index.cfm>); and (b) other applicable configuration checklists as referenced above.
3. The Contractor shall ensure applications are fully functional and operate correctly on systems configured in accordance with the above configuration requirements.
4. The Contractor shall ensure applications designed for end users run in the standard user context without requiring elevated administrative privileges.
5. Federal Information Processing Standard 201 (FIPS-201)-compliant, Homeland Security Presidential Directive 12 (HSPD-12) card readers shall: (a) be included with the purchase of servers, desktops, and laptops; and (b) comply with FAR Subpart 4.13, *Personal Identity Verification*.

6. The Contractor shall ensure that all of its subcontractors (at all tiers) comply with the above requirements.

End of Clause

## Section J - List Of Attachments

	Description	Number of Pages
A	Contractor Performance Report (Cost-Type Contracts)	4
B	Privacy Act System Notice 09-20-0147	6