

STATEMENT OF WORK (SOW)
For
Contract Certified Industrial Hygienists

Department of Labor
Office of Workers' Compensation Programs
Division of Energy Employees Occupational Illness Compensation

PART 1
GENERAL INFORMATION

1.1 INTRODUCTION

The Energy Employees Occupational Illness Compensation Program (EEOICP) provides worker's compensation benefits authorized by the Energy Employees Occupational Illness Compensation Program Act (EEOICPA or the Act). Part B of the program went into effect on July 31, 2001 and Part E of the program went into effect on October 28, 2004. The Department of Labor's Office of Workers' Compensation Programs (OWCP) is responsible for adjudicating and administering claims filed by employees, former employees or certain qualified survivors under the Act.

1.2 BACKGROUND

The EEOICP is a specialized program within the U.S. Department of Labor with specific regulations and causation criteria. The program owes its creation to the situation that arose in the 1940's when nuclear weapons were being developed.

1.2.1 Part E

Part E of the Act was created when Congress abolished Part D of the EEOICPA with an amendment signed into law by the President on October 28, 2004. Part E provides compensation in the form of medical benefits, wage loss, and impairment benefits to DOE contractors and subcontractors and certain Section 5 RECA workers. Covered survivors of deceased workers are also eligible to receive compensation if the covered illness aggravated, contributed to, or caused the employee's death. An additional survivor benefit is payable if the employee sustained wage loss prior to death. Living employees must establish that it is at least as likely as not that exposure to a toxic substance at a covered facility was a significant factor in causing, contributing to, or aggravating an illness.

An accepted Part E claimant may receive compensation for wage loss based on the number of years, as determined in relation to the Social Security retirement age, that an employee experienced a loss in wages due to his or her covered illness. Impairment benefits, based upon the amount of whole-person impairment of the employee due to an accepted covered illness, are paid to employees. Covered employees will receive an award for each percentage of whole-person impairment attributable to the accepted covered illness.

Any DOE contractor claimant whose claim had been accepted under Part B (including by way of the Special Exposure Cohort (SEC) is eligible for Part E benefits for the same covered condition. Atomic weapons employees, beryllium vendor employees and Federal employees are not eligible for Part E benefits.

1.2.3 Contract Certified Industrial Hygienists

Contract Certified Industrial Hygienists (CCIH) assist the Division of Energy Employees Occupational Illness Compensation (DEEOIC) by reviewing and evaluating historical occupational safety and health data (which may or may not include employee-specific industrial hygiene monitoring data), along with the application of specialized knowledge relating to the field of industrial hygiene, to prepare a written opinion concerning the extent, nature and duration of employee exposure to occupational toxic substance(s). CCIHs are not required to review every case; rather Claims Examiners (CEs) select those cases requiring industrial hygiene analysis necessary to obtain a description of the likely toxic substance exposures sustained by an employee that the CE then applies in development of illness causation. CCIH input on selected cases includes:

- (1) Identification of specific chemical or biological toxic substance(s) to which an employee had likely exposure over the course of his or her covered employment due to labor category; work-process; presence within a particular work building, area, or site; or as a result of an occupational accident or incident.
- (2) Description of the nature, extent, and duration of exposure(s) to specific toxic substance(s) that an employee likely encountered because of his or her covered employment.
- (3) Evaluation and comparative analysis of opinions presented by claimant experts that respond to questions of the nature, extent and duration of employee exposure to toxic substance(s).

A CCIH opinion is prepared by a Certified Industrial Hygienist with background and expertise in chemical or biological materials used in research, development, and production of atomic weapons. A Certified Industrial Hygienist is defined as a person

who is certified by the American Board of Industrial Hygiene in the comprehensive practice of industrial hygiene. The CCIH's written opinion is used by CEs to make factual findings of exposure that are then conveyed to a physician for the purpose of obtaining a medical opinion as to whether the exposure was a factor in causing, contributing to or aggravating a diagnosed illness. The opinion presented by a CCIH is to be objective and unequivocal; informed by the work history of the employee as accepted by the CE; predicated on the reasoned application of available data and scientific information; formed using appropriate application of expert knowledge in the field of industrial hygiene and communicated in a clear understandable written narrative. There will be instances where the CCIH will have to make a determination based upon historically incomplete, vague, or contradictory evidence. In these instances, the CCIH will have to accept the facts as provided by the CE and formulate an opinion based upon the totality of the available evidence from the file, along with the application of available scientific resources. However, there is a mechanism for CCIHs to ask the CE follow-up questions before they issue their report.

1.2.4 Federal Claims Examiner

The CE maintains responsibility for the case and uses the services of the CCIH for direction and clarification. The CE determines when a IH referral is required and refers the case to a DEEOIC CCIH Scheduler (CS). The CS works with the Medical Health Science Unit's (MHSU) Federal Point of Contact (POC) to determine if it will be conducted by internal staff or referred to the CCIH. When referring a case for review, the CE is to provide the following to the CS as a complete package:

- a. CCIH Referral form
- b. Site Exposure Matrix (SEM) search output worksheet
- c. Copy of case material relevant to occupational chemical or biological toxic substance exposure history including
 - (a) Employee occupational labor records from period of employment, including EE-3 Employment History Form
 - (b) Occupational Safety and Health monitoring data
 - (c) Input from experts or other specialists regarding assessment of occupational toxic substance exposure sustained by employee.
- d.. List of Questions for the CCIH to address

1.2.5 Federal CCIH Scheduler

Each District Director designates a CS who processes CCIH referrals for assignment and verifies receipt of certified responses from the DEEOIC MHSU. The CS is responsible for proper tracking of CCIH referrals in internal record systems. The MHSU and Contracting Officer Representative (COR) ensures prompt payment of bills. In

addition, the CS notifies the COR of any problems relating to the referral and/or the exposure analysis report provided by the CCIH

1.2.6 Certification of CCIH Response

The DEEOIC MHSU (Federal) Chief designates federal Industrial Hygienist(s) staff persons who serve to certify for release to the case file each written analysis prepared by a CCIH. The function of these designated staff persons is to review the CCIH written narratives for quality and accuracy of IH analysis communicated in a written referral response, verify compliance with DEEOIC program policies and procedures, and assure the clarity and understandability of the written communication.

1.3 OBJECTIVE

The objective of this requirement is to (1) Develop a tool for recruitment and oversight of CCIHs providing case review; (2) Utilize CCIHs with the appropriate Industrial Hygienist expertise for case review; (3) Ensure the participating CCIHs meet the professional qualifications; (4) Coordinate CCIH review of case file records for the purpose of obtaining industrial hygienist opinion which are essential to the effective outcome of causation determinations.

1.4 SCOPE OF WORK

1.4.1. Claimants Covered and Work to be Performed. The affected claimants reside anywhere in the United States. Cases and their case files are managed by the District Offices in Colorado, Ohio, Florida, and Washington. The District Office staff will provide all necessary information pertaining to covered claimants requiring toxic substance exposure analysis.

1.4.2 Expected Case Reviews Per Annum

Written opinion regarding toxic substance exposures sustained by employees from covered employment shall be prepared based on the following:

- **Year one** - approximately 1500 case files.

Approximately 50 relate to evaluation and comparative analysis of opinions presented by claimant experts that respond to questions of the nature, extent and duration of employee exposure to toxic substance(s).

Approximately 150 will require expedited handling with a 48-hour turnaround from referral.

Approximately 150 prepared narratives will require content edits or corrections.

- **Year two and continuing** – approximately 750 case files per annum.

Approximately 25 relate to evaluation and comparative analysis of opinions presented by claimant experts that respond to questions of the nature, extent and duration of employee exposure to toxic substance(s).

Approximately 75 will require expedited handling with a 48-hour turnaround from referral.

Approximately 75 prepared narratives will require content edits or corrections.

1.4.3 Expected Duration of Time Per Case Review

- CLIN 0001, Toxic Substance Exposure Opinions. Preparation of exposure analysis reports that responds to a complete and accurate incoming referral requires approximately 4 work hours to complete –

Approximately 1 hour review of incoming referral information including documentation prepared by CE and relevant case records.

Approximately 3 hours preparation of narrative analysis.

The standard completion time for CLIN 0001 is twenty-one (21) days.

- CLIN 0003, Comparative Analysis Report/Opinions. Preparation of exposure analysis report evaluation and comparative analysis of opinions presented by claimant experts that respond to questions of the nature, extent and duration of employee exposure to toxic substance(s) –

Approximately 1 hour review of incoming referral information including documentation prepared by CE and relevant case records.

Approximately 3 hours of research relating to applicable site data, occupational safety and health records, and any relevant IH reference literature.

Approximately 4 hours preparation of narrative analysis.

The standard completion time for CLIN 0003 is twenty-one (21) days.

- CLIN 0004, Post Report Edits or Further Details. Preparation of prepared narratives requiring content edits or corrections will require approximately 1 hour of editing.

The standard completion time for CLIN 0004 is five (5) days.

1.4.4 Handling Expedited/Terminal Cases

- CLIN - 0002, Expedited Cases/End Stage Cases. Preparation of exposure analysis reports that responds to a complete and accurate incoming expedited referral requires approximately 4 work hours to complete -

Approximately 1 hour review of incoming referral information including documentation prepared by CE and relevant case records.

Approximately 3 hours preparation of narrative analysis.

For the expedited cases, the processing time shall be no more than 48 hours from receipt of referral for requests received Monday through Thursday and the government will pay an increase above the current service price.

For the expedite cases received by the contractor on a Friday, on or before 10:00am EST, the contractor shall process the referrals and email it to the designated MHSU industrial hygienist certifier the same day within 4 hours of receipt of the referrals; and the government will pay an increase above the current service price.

For the expedite cases received by the contractor on a Friday, after 10am EST, the process time shall be 48 hours from receipt of the referral and email it to the designated MHSU industrial hygienist certifier no greater than the same time on the next business day; and the government will pay an increase above the current service price.

1.4.5 Payment for CCIH Analysis and Reports.

CCIH analysis and reports will be paid at a set rate. The rate will be outlined in the final contract for a set number of hours per CLIN activity; 4 hours for CLIN 0001 and CLIN 0002, 8 hours for CLIN 0003, and 1 hour for CLIN 0004.

- The Contractor shall be responsible for obtaining and verifying that each CCIH is certified by the American Board of Industrial Hygiene as well as maintaining on-going checks to ensure that the certification remains current for all CCIH's performing exposure analysis and preparing written opinions.

- The Contractor shall confirm that the service for which payment is sought was performed as described and was necessary by submitting an invoice and accepting payment.
- The Contractor shall invoice/bill for exposure analysis and written opinions using the appropriate codes provided by OWCP.
- The Contractor shall submit a request for reimbursement on Form OWCP-1500. A copy of the itemized invoice from the contractor/subcontractor rendering the services and the written opinion on exposure analysis shall be attached to the submitted OWCP-1500 form.
- The Contractor shall ensure that bills for exposure analysis and written opinions are not billed in excess of the units rendered.
- The Contractor shall ensure the subcontractor rendering exposure analysis and written opinions does not invoice/bill the government for services rendered.
- The Contractor shall ensure the subcontractor rendering the services does not balance bill DEEOIC's claimants.
- The Contractor/subcontractors rendering the services shall be required to keep adequate exposure records and written opinions that are accurate, complete, contemporaneous, and legible for each claimant a minimum of ten (10) years after the record was created.

1.4.6 Contingency Plan

The Contractor shall provide a written contingency plan for all services required by this contract that demonstrates the capability of uninterrupted operations in the event of natural disaster, weather related interruptions, power outages, building damage and all other natural or man-made events that may interrupt services. The Contingency Plan shall include how the day to day functions will continue operations in such events and annual notification of employees. The contractor shall submit written proof of an ongoing Contingency Plan to the COR and Contracting Officer (CO) annually or more frequently, when revised.

1.5 THE PERIOD OF PERFORMANCE

The period of performance shall be for one (1) year from date of award, plus four (4) one-year options.

1.6 GENERAL INFORMATION

1.6.1 Quality Control

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW. The Contractor's quality control program is the means by which work is reviewed to ensure compliance with the requirement of the contract. The Quality Control (QC) Plan is to be delivered with the Contractor's proposal. After acceptance of the QC plan, the Contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QC plan.

1.6.2 Quality Assurance

The government will evaluate the Contractor's performance under this contract in accordance with the performance standards.

1.6.3 Recognized Holidays

The Contractor is not required to work the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation

The Contractor is responsible for conducting business, between the hours of 8:00 a.m. – 5:00 p.m. Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.6.5 Place of Performance

The work to be performed under this contract shall be performed at a designated location determined by the Contractor.

1.6.6 Type of Contract

The government anticipates awarding an Indefinite Delivery/Indefinite Quantity contract with fixed unit (hourly) pricing.

1.6.7 Security Requirements

The Contractor's staffs are required to conform to DOL's security and privacy requirements as described below. The claimant's personal information is protected under the Privacy Act. The Privacy Act not only obliges us to protect their information, but provides for civil and criminal penalties (against organizations and individuals) for not doing so. This information includes medical data as well as the protected personally identifiable information (PII) such as name and Social Security number. The Contractor must handle the documents provided in the referral in the manner in accordance with the OWCP policy that updates and formalizes the responsibilities of every OWCP federal and contract staff member's responsibilities in protecting PII. The Contractor must destroy the case materials once the report is accepted. Paper files need to be shredded or burned and under no circumstance should they be discarded whole. All electronic records are to be deleted. In addition, the information contained in the files is the property of DEEOIC, and CCIHs cannot use or publish this information without the consent of the DEEOIC Director and the COR.

The Contractor shall take all necessary measures to assure that confidential information is maintained in a manner that ensures its privacy including, but not limited to:

- (1) Stamp or watermark all identified reports as "Medical Confidential;"
- (2) Maintain all records in a secure location;
- (3) Return or destroy all records or materials containing personally identifiable information after the review has been completed;
- (4) Do not copy records with personally identifiable information;
- (5) Report any breach of confidentiality to Security Officer;
- (6) Assure that the information provided is only used for the intended purpose as provided by the EEOICPA and is not shared or disclosed to any person or entity outside the DEEOIC; and
- (7) PII shall not be communicated by email. Information containing or referring to PII should be faxed using a "Medical Confidential" cover page.

1.6.7.1 Ownership and Confidentiality of OWCP Information

The information received from OWCP remains OWCP information and is subject to the Privacy Act of 1974, as amended. OWCP files and related materials (including all hard copies, electronic copies, and scanned/imaged copies) are to be treated in a confidential manner.

1.6.7.2 Logical Security Controls

The Contractor shall provide logical security controls in accordance with the Federal information security standards. The Federal information security guidelines include, but are not limited to the following:

- OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information, May 22, 2007.
- OMB Memorandum M-06-19, Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments, July 12, 2006.
- OMB Memorandum M-06-16, Protection of Sensitive Agency Information, June 23, 2006.
- OMB Memorandum M-06-15, Safeguarding Personally Identifiable Information May 22, 2006.
- Federal Information Processing Standards Publication (FIPS) PUB 140-2, Security Requirements for Cryptographic Modules, May 25, 2001
- US DOL Computer Security Handbook (DOL's implementation of NIST S 8000-53) – to be provided as Government furnished information (GFI).
- DLMS 9 – Chapter 1200 “Safeguarding Sensitive Data Including Personally Identifiable Information. To be provided as GFI.

1.6.7.3 PII Breach Reporting

Definition – The Department of Labor defines Protected PII (Personally Identifiable Information) as information:

“whose disclosure could result in harm to the individual whose name or identity is linked to that information. Examples include, but are not limited to, social security number; credit card number; bank account number; residential address; residential or personal telephone; biometric identifier (image, fingerprint, iris, etc.); date of birth; place of birth; mother’s maiden name; criminal records; medical records; and financial records. The conjunction of one data element with one or more additional elements, increases the level of sensitivity and/or propensity to cause harm in the event of compromise.”

It is important to note that PII covers any and all printed documents (those sent electronically or hard copy) even if the documents were not **created or forwarded to** the Contractor by the DOL.

Reporting Requirements

1. The Contractor shall be responsible for reporting any breach of data protection rules and procedures to include unauthorized disclosure of PII.
2. Notify the Government of all suspected and actual security incidents involving Personally Identifiable Information (PII) within one (1) hour of becoming aware of the incident.
3. In the event of a suspected or actual PII breach, the Contractor shall notify the Government within one (1) hour of becoming aware of the suspected or actual breach by email or phone with whatever information is available at the time to:
 - **zzOWCP-DEEOIC-BAS-PII-ALL**
4. Upon notification, the Contractor shall investigate the suspected or actual incident to discover the facts about the incident.
5. As additional information becomes available, the Contractor shall complete the Incident Report form and provide to the POCs in #3 and #4 above. **The Contractor does not have 24-48 hours to report the incident as indicated in their Security Incident Report Instructions.**
6. In the event of a breach, the Contractor is not to contact the claimants and/or their authorized representatives until authorized by the Government. The Government will make first notification to the claimant.
7. In the event of a confirmed PII breach by the Contractor, the Contractor shall provide at its own cost, one year of credit monitoring services for the affected claimant(s).

Example Incident Reporting

If a Contract Certified Industrial Hygienist creates an industrial hygiene report but mails it to the wrong claimant, this would have to be reported to DOL within one hour from the moment s/he realizes this may have occurred. The Contractor should then confirm that this occurred, and if so, determine which claimant's information was disclosed inappropriately, what information was disclosed, and to whom it was

disclosed, and report to the Government using the Incident Report. The Government will review the report and provide guidance to the Contractor.

1.6.8 Physical Security

The Contractor shall comply with the Computer Security Act of 1987. All products and deliverables developed under this SOW shall comply with DOL Computer Security guidelines and the guidelines contained in OMB Circular A-130.

1.6.8.1

The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of DOL and other Government installations or Contractor facilities where work is performed under this Contract. This includes the safekeeping and display of a Government-provided photo ID badge for employees of the Contractor and any subcontractors while these employees are in federally owned or leased property. The Contractor will ensure the security of all DOL property, building ID badges, key cards and standard keys issued to Contractor staff. For employees leaving the federal property, the Contractor shall return all badges, property, key cards, parking placards, and keys the same day the employees leave the federal property.

1.6.8.2

The Contractor shall insert the above information in 1.6.8.1 in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

1.6.8.3 Confidentiality

DEEOIC files, claimant medical records and related materials remain the property of the U.S. Department of Labor, and no property right in them is conferred on the Contractor providing service. All DEEOIC files and related materials, as well as the reports which are generated in fulfillment of this contract, must be treated in a confidential manner and may be made available only to persons who have a need for them in order to provide services under this agreement. The Contractor shall:

- (1) assure that no excerpts are taken from any case file except as necessary to accomplish the purposes of this contract;
- (2) assure that no medical case history be used for publication of any paper or book or in lectures without written permission of the Director of the DEEOIC and the COR;

- (3) assure that, when not in actual use, all DEEOIC case files and related material in the Contractor's possession be kept in locked storage, accessible only to those individuals who have a need for them;
- (4) assure that no DEEOIC case files, related materials, medical opinion reports, or facsimiles thereof, are released to any claimant, attorney, authorized representative, employing agency or other party at interest;
- (5) assure that any DEEOIC case files and related materials supplied to the Contractor are returned to DEEOIC at the same address and according to the same schedule indicated in Section 5.1.11 for return of reports;
- (6) assure that copies of DEEOIC case files or related materials which may have been retained by the Contractor, and copies of reports are destroyed by shredding or burning to preserve claimant confidentiality and privacy.

1.6.9 Reports

1.6.9.1 Weekly Status Reports to the COR

On a weekly basis, the Contractor shall provide to the COR or designee by secure internet e-mail a report of all referrals, including those not yet assigned that exceed the time frame of two (2) days from initial receipt to assignment for exposure analysis. The report shall be sorted by the referring District Office, Type of Referral, and contain the following data:

- (1) case ID number;
- (2) employee/claimant name (last, first);
- (3) age of the referral (days since initial receipt);
- (4) type of report.

1.6.9.2 Monthly Status Reports to the COR

On the first business day of each month, the Contractor shall provide to the COR or designee by secure internet e-mail a report detailing the status of all cases, including any that are outstanding and exceed the standard completion of twenty-one (21) days for CLIN 0001 and CLIN 0003, 48 hours for CLIN 0002, and 5 days for CLIN 0004. The report shall be sorted by referring District Office, type of referral, and contain the following data:

- (1) case ID number ;
- (2) employee/claimant name (last, first);
- (3) age of the referral (days since initial receipt);
- (4) explanation for non-completion within two (2) days for evaluations;

- (5) expected date of delivery.

1.6.9.3 Quarterly Management Reports

For each calendar quarter, the Contractor shall provide to the COR or designee, quarterly management reports in three parts, DETAIL, SUMMARY, CONTRACT CERTIFIED INDUSTRIAL HYGIENISTS. All reports shall include both electronic (Microsoft EXCEL) and hard copy versions.

A. DETAIL REPORTS shall include a listing of all CCIH evaluation reports requested during the quarter, sorted by date delivered to DEEOIC and showing for each:

- (1) employee/claimant's name (first and last);
- (2) case ID number;
- (3) type of referral (e.g., toxic substance, comparative analysis, expedited/end stage, or post report edits);
- (4) date referral was received by the Contractor;
- (5) date the case was assigned to a CCIH;
- (6) whether CCIH postponed or declined the case;
- (7) date the CCIH report was delivered to DEEOIC;
- (8) current status of report if not yet delivered to DEEOIC;
- (9) indicate if report was returned for deficiencies or clarification, and if so, the total days required from initial referral to submission of acceptable report;
- (10) district office where the request originated;

B. SUMMARY REPORTS shall include the following:

- (1) the number of referrals pending completion at the beginning of the quarter, the number of referrals received during the quarter, and the number of CCIH referrals still pending completion on the 21st day for CLINS 0001 and 0003, 5th day for CLIN 0002, and 48 hours for CLIN 0004, after the end of the quarter;
- (2) the mean, minimum and maximum completion times for CCIH, i.e., elapsed times from first receipt of a request for industrial hygienist review until receipt of the acceptable report by DEEOIC;
- (3) the number of CCIH reports, and percent of total completed, for which completion times exceed the specific turnaround time for each CLIN, and the case numbers associated with those reports;
- (4) the number of times each CCIH declined an industrial hygienist evaluation and the associated case numbers;
- (5) the number of toxic substance exposure opinions, expedited end/stage cases, comparative analysis review, post report edits, and percent of total completed, which had to be returned for deficiencies or clarification, and the case numbers associated with those reports;

- (6) the number of industrial hygiene reports, and percent of total completed, which required follow-up reports due to receipt of additional information and the case numbers associated with those reports;
- (7) the total number of reports and the case numbers associated with those reports;
- (8) percentage of referrals that were for CCIH routine, comparative analysis, or expedited/terminal evaluations.

C. CONTRACTOR REPORTS CONCERNING CCIHs shall include the following:

- (1) number of CCIH's used to conduct exposure analysis review during the quarter;
- (2) number of reports delivered by each;
- (3) number of cases declined by each;
- (4) number of reports returned for deficiencies or clarification by each;
- (5) number of reports that exceeded the due date by each;

Quarterly Management Reports will be due no later than 28 calendar days from the end of the previous quarter. If the 28th day falls on a Saturday, Sunday or Federal Holiday the report shall due the next business day.

1.6.10 Contract Meetings

Contract meetings shall occur monthly (or as needed) with the COR and/or COR designee to report on the program's progress and Contractor responsiveness. In addition, Contract administration reviews shall occur based on the deliverables outlined above.

1.6.11 Other Meetings

The DEEOIC may require the Contractor's participation and presentation in other meetings as required. The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the Contractor's performance. At these meetings, the COR will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. In addition, the Contractor shall make available, if necessary, quarterly conference calls between DEEOIC and the CCIHs to address questions or discuss ongoing issues. These meetings shall be at no additional cost to the government.

1.6.12 Contract Manager

The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the COR. The contract manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract.

1.6.13 Identification of Contractor Employees

All contract personnel attending meetings 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 that they are Government officials. 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.

PART 2
DEFINITIONS & ACRONYMS

SOW - Statement of Work

Contracting Officer's Representative (COR) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

CO - Contracting Officer

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Assurance - Those actions taken by the government to assure services meet the requirements of the Statement of Work

CE - Claims Examiner

CCIH - Contract Certified Industrial Hygienist

COB - Close of Business

CONUS - Continental United States

DOE - Department of Energy

DOL - Department of Labor

DEEOIC - Division of Energy Employees Occupational Illness Compensation

EEOICP - Energy Employees Occupational Illness Compensation Program

EEOICPA - Energy Employees Occupational Illness Compensation Program Act

FAR - Federal Acquisition Regulation: Procurement regulations used by both civilian and defense organizations.

FFP- Firm Fixed-Price: A type of contract under which the government agrees to purchase goods or services at a set price.

GFE - Government-Furnished Equipment

GFP - Government-Furnished Property

IAW - In Accordance With

MHSU - Medical Health Sciences Unit

N/A - Not applicable

NLT - No Later Than

NIOSH - National Institute for Occupational Safety and Health

OWCP - Office of Workers' Compensation Program

PII - Personally Identifiable Information

PoC - Point of Contact

QC - Quality Control

RFP - Request for Proposal: A solicitation issued by the government to prospective offerors. An RFP describes what the government requires and how the offerors will be evaluated.

RECA - Radiation Exposure Compensation Act

SEC - Special Exposure Cohort

SEM - Site Exposure Matrix

SF - Standard Form

SOAF - Statement of Accepted Facts

TECHNICAL EXHIBIT 1: DELIVERY SCHEDULE

All project deliverables must be provided on the dates specified by the COR. All deliverables must be submitted in a format approved by the COR or designee.

In the event a deliverable cannot be produced within the scheduled time frame, the Contractor is required to contact the COR in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project. Any request for a revised schedule must be reviewed and approved by the COR before placed in effect. Contract terms and conditions may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

<u>Deliverable</u>	<u>Frequency</u>	<u>Number of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Status Reports	Weekly	One (1)	Microsoft Office Product Excel	COR
Status Reports	Monthly	One (1)	Microsoft Office Product Excel	COR
Detailed Management Reports	Quarterly	One (1)	Microsoft Office Product Excel	COR
Management Reports Summary	Quarterly	One (1)	Narrative Summary and Microsoft Office Product Excel	COR
Management Reports CCIH	Quarterly	One (1)	Microsoft Office Product Excel	COR