

## **STATEMENT OF WORK (SOW)**

For

### **Contract Medical Consultants**

**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 B**

The purpose of Part B is to provide a lump sum payment and medical benefits as compensation to covered employees suffering from occupational illnesses incurred as a result of their exposure to radiation, beryllium, or silica while in the performance of duty for the DOE and certain of its vendors, contractors, and subcontractors.

The legislation also provides for the payment of compensation to certain survivors of these covered employees, as well as for payment of a smaller lump sum to individuals or their survivors who were determined to be eligible for compensation under Section 5 of the Radiation Exposure Compensation Act (RECA).

1. Part B covers the following population:

- A. Employees of the Department of Energy (DOE), its contractors or subcontractors, and atomic weapons employees with radiation-induced cancers.
- B. Employees of DOE, its contractors and subcontractors, and designated beryllium vendors who worked at covered facilities where they were exposed to or may have been exposed to beryllium produced or processed for the DOE who developed

- chronic beryllium disease (Employees exposed to beryllium who develop beryllium sensitivity receive medical monitoring) under statutory diagnostic criteria.
- C. Employees of the DOE, its contractors and subcontractors who worked at least 250 days during the mining of tunnels at underground nuclear weapons test sites in Nevada or Alaska and who developed chronic silicosis under statutory diagnostic criteria.
  - D. Uranium workers (or their survivors) previously awarded benefits by the Department of Justice under Section 5 RECA.
2. To determine whether the employee's cancer is "at least as likely as not" related to exposure to radiation at DOE sites, the program uses a set of probability of causation (POC) tables developed by and maintained by the National Institute for Occupational Safety and Health (NIOSH). A compensable POC is one of a 50% or greater probability that occupational radiation was the likely cause of the diagnosed cancer.
  3. The Act also created and provides procedures for the designation of Special Exposure Cohort (SEC) for employees of certain DOE facilities (or its contractors and subcontractors) and certain atomic weapons employees who worked at specified facilities. Employees found to be a member of a SEC receive a presumption that certain diagnosed cancers are work related. Petitions for possible SEC designation are reviewed by NIOSH and submitted to the Advisory Board on Radiation and Worker Health. Upon receiving a recommendation from the Board, the Secretary of Health and Human Services can designate the addition of a class of employees to the SEC if it is not feasible to estimate with sufficient accuracy the radiation dose that the class received. After meeting employment criteria, an employee (or survivor) may be eligible under a SEC class only if the employee suffered from one or more of the following cancers:
    - a. Bone cancer (including myelodysplasias and polycythemia vera)
    - b. Renal cancer
    - c. Leukemia (other than chronic lymphocytic leukemia) with a latency of at least 2 years
    - d. Lung cancer (other than in situ discovered after an autopsy)
    - e. \*Multiple myeloma
    - f. \*Lymphomas (other than Hodgkin's disease)
    - g. \*Primary cancer of:
      - (1) \*Thyroid
      - (2) \*Breast (male or female)
      - (3) \*Esophagus
      - (4) \*Stomach
      - (5) \*Pharynx
      - (6) \*Small intestine
      - (7) \*Pancreas
      - (8) \*Bile ducts
      - (9) \*Gallbladder
      - (10) \*Salivary glands
      - (11) \*Urinary bladder
      - (12) \*Brain

- (13) \*Colon
  - (14) \*Ovary
  - (15) \*Liver (except if cirrhosis or hepatitis B is indicated)
- \*Provided onset was at least 5 years after first exposure.**

4. Uranium workers and survivors, who have received a lump sum award under section 5 of the RECA, are entitled to file a claim for benefits under Part B. RECA employees are also eligible for medical benefits in relation to their accepted covered condition.

### **1.2.2 Part E**

1. Part E 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.
2. 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.
3. Any DOE contractor claimant whose claim had been accepted under Part B (including by way of the 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 Medical Consultant**

Contract Medical Consultants (CMC) assist the Division of Energy Employees Occupational Illness Compensation (DEEOIC) by reviewing and evaluating the medical evidence of record and providing written medical opinions regarding various aspects of selected compensation cases. CMCs do not review every case, rather claims examiners (CEs) seek medical input from CMCs in selected cases. Such input may include:

- (1) Causality issues involving the work relatedness of a given disease, whether exposure to particular toxic substances at work caused, contributed or aggravated the disease, the role of the covered illness in the death of a claimant; the appearance of secondary or consequential diseases or injuries, etc.
- (2) The explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physicians' reports.

- (3) Determining the level of impairment in a given case in accordance with the American Medical Association's *Guides to the Evaluation of Permanent Impairment*.
- (4) Assessing an individual's ability to work during a given time period, as it relates to the covered condition.

The medical opinion should be provided by a qualified physician with expertise in treating, diagnosing or researching the illness claimed to be caused or aggravated by the alleged exposure. The CMCs' written medical opinion is used by CEs to reach adjudication decisions regarding causality, impairment or wage loss in compensation cases. DEEOIC expects these medical opinions to be solidly based on the facts as accepted by the CE and expressed in the Statement of Accepted Facts (SOAF) and on state-of-the-art medical knowledge. Above all, these opinions should be as objective as possible. There will be instances where the CMC will have to make a determination based upon historically incomplete, vague, or contradictory evidence. In these instances, the CMC will have to accept the facts as provided by the CE and formulate a medical opinion based upon the totality of the available medical evidence. However, there is a mechanism for CMCs to ask the CE follow-up questions before they issue their report.

#### **1.2.4 Claims Examiner**

The CE maintains responsibility for the case and uses the services of the CMC for direction and clarification. The CE determines when a CMC referral is required. The CE identifies the appropriate specialty on the Contract Medical Consultant Form. When referring a case to a CMC, the CE must provide the following to the Medical Scheduler (MS) as a complete package:

- a. Medical Consultant Referral Form for Case File Review (Exhibit A-1);
- b. Medical Consultant Referral Form for SECOP (Exhibit A-2);
- c. SOAF format (Exhibit B);
- d. List of Questions for the CMC to address (Exhibit C).

#### **1.2.5 Medical Scheduler**

Each District Director designates a MS who processes, tracks CMC referrals, and ensures prompt payment of the bills. In addition, the MS notifies the Contracting Officer Technical Representative (COR) of any problems dealing with the CMC.

### **1.3 OBJECTIVE**

The objective of this requirement is to (1) Develop a tool for recruitment and oversight of CMCs providing case review; (2) Utilize CMCs with the appropriate medical specialty for case review; (3) Ensure the participating CMCs meet the professional qualifications; (4) Coordinate CMC review of case files for the purpose of obtaining medical opinion on causation, impairment, and other relevant medical matters; and (5) Procure Medical Second Opinions services for affected claimants identified by the District Offices.

### **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 are managed by the District Offices in Colorado, Ohio,

Florida, and Washington. The District Office staff will provide to the Contractor all necessary information pertaining to covered claimants.

Opinions on causation shall be provided for approximately 5,525 DEEOIC claimants per annum. Impairment evaluations shall be provided for approximately 1000 DEEOIC claimants per annum. Approximately 20 file reviews providing an explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis, and the clarification of other physicians' reports shall be provided per annum. Approximately 20 opinions assessing an individual's ability to work during a given time period as it relates to a covered condition shall be provided per annum. Supplemental Reports shall be provided for approximately 30 per annum. Medical second opinion services (SECOP) shall be provided for approximately 200 DEEOIC claimants per annum.

#### **1.4.1.1 Handling Expedited/Terminal Cases**

Opinions on causation shall be provided for approximately 5,525 DEEOIC claimants per annum. **Of the 5,525 opinions on causation it is estimated that approximately 525 will require expedited handling with a 24-hour turnaround from referral.**

Impairment evaluations shall be provided for approximately 1000 DEEOIC claimants per annum. **Of the 1,000 impairment evaluations it is estimated that approximately 100 will require expedited handling with a 24-hour turnaround from referral.**

Approximately 20 file reviews providing an explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis, and the clarification of other physicians' reports shall be provided per annum. **Of the 20 file review for clarification of diagnosis treatments/test it is estimated that approximately 5 will require expedited handling with a 24-hour turnaround from referral.**

Approximately 20 opinions assessing an individual's ability to work during a given time period as it relates to a covered condition shall be provided per annum. **Of the 20 opinions assessing ability to work/wage loss it is estimated that approximately 5 will require expedited handling with a 24-hour turnaround from referral.**

Supplemental Reports shall be provided for approximately 30 per annum. **Of the 30 supplemental reviews it is estimated that approximately 5 will require expedited handling with a 24-hour turnaround from referral.**

For the expedited/terminal cases, the processing time shall be no more than 24 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/ terminal cases received by the contractor on a Friday, on or before 10:00am PST, the contractor shall process the referrals and return to the issuing district office the same day within 2 hours of receipt of the referrals; and the government will pay an increase above the current service price.

For the expedite/ terminal cases received by the contractor on a Friday, after 10am PST, the process time shall be 24 hours from receipt of the referral and return to the issuing district office no greater than the same time on the next business day; and the government will pay an increase above the current service price.

For all the expedite/ terminal cases the physician report shall be faxed to the issuing District Office, in addition to returning the report through the client portal. The 10:00am cut-off time on Friday will be checked against the District Office submission through the client portal. Submission will not be based upon when the request was retrieved by the contractor, but when the request was submitted by the District Office and received in the client portal at the contractor's office.

DEEOIC will notify the contractor via email at [ddeoic@qtc.com](mailto:ddeoic@qtc.com) for expedited requests that have been entered through the client portal.

#### **1.4.1.2 Payment for Cancellation of Appointments**

- (1) When the Government cancels a scheduled appointment with at least 24 hours notice to the Contractor or to the examining physician, no payment will be made and no liability is incurred by the Government. When the Government gives less than 24 hours notice in canceling a scheduled appointment, a fixed fee of \$50.00 will be paid to the Contractor as sole compensation for the cancelled appointment.
- (2) When a claimant cancels a scheduled appointment with at least 24 hours notice to the Contractor or to the examining physician, no payment will be made and no liability is incurred by the Government. When a claimant gives less than 24 hours notice in canceling a scheduled appointment, a fixed fee of \$50 will be paid to the Contractor as sole compensation for the cancelled appointment. When a claimant, without prior notice, fails to report for the scheduled appointment, a fixed fee of \$50.00 will be paid to the Contractor as sole compensation for the cancelled appointment.

### **1.5 Handling Cases of Referee Referrals**

Medical opinions for causation occur for approximately 5,525 DEEOIC claimants per annum. Of the 5,525 opinions on causation, it is estimated that approximately 10 will require a referee file review referral, which will be under CLIN 0008.

Impairment evaluations occur for approximately 1,000 DEEOIC claimants per annum. Of the 1,000 impairment evaluations, it is estimated that approximately 10 will require a referee file review referral, which will be under CLIN 0009.

Medical second opinions (SECOP) occur for approximately 200 DEEOIC claimants per annum. Of the 200 SECOP evaluations, it is estimated that approximately 10 will require a referee physical examination referral, which will be under CLIN 0010.

### **1.5.1 Background**

The Office of Workers' Compensation Programs (OWCP), Division of Energy Employees Occupational Illness Compensation (DEEOIC) is responsible for adjudicating claims associated with Part B and Part E of the Act. According to 20 CFR §30.411 (b) under the EEOICPA Regulations, if a conflict exists between the medical opinion of the employee's physician and the medical opinion of either a second opinion physician or an OWCP medical adviser or consultant, or a qualified physician submitting an impairment evaluation, the OWCP shall appoint a third physician qualified in the appropriate specialty who conforms to the standards regarding conflicts of interest adopted by OWCP to make an examination or an impairment evaluation. This is called a referee examination.

### **1.5.2 Services**

Referee Medical Examiners (RME) assist the DEEOIC by reviewing and evaluating the medical evidence of record and providing written medical opinions that serve to resolve conflicts in medical opinion. To obtain the RME written opinion, the DEEOIC may choose to have a RME conduct a physical examination of a claimant, or limit the evaluation to available medical or other records from the case file. Under the DEEOIC claims adjudication process, conflicts of medical opinion may arise for a variety of reasons including:

1. Causality issues involving the work relatedness of a given disease, e.g., whether exposure to particular toxic substances at work caused, contributed or aggravated the disease; the role of the covered illness in the death of a claimant, or the appearance of secondary or consequential diseases or injuries, etc.
2. The explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physicians' reports.
3. Determining the level of impairment in a given case in accordance with the American Medical Association's 5<sup>th</sup> Edition *Guides to the Evaluation of Permanent Impairment*.
4. Assessing the effects of a covered illness or an individuals' ability to earn wages.

### **1.5.3 Qualified Medical Specialists**

Participating RMEs must be identified by name and business address and have the following types of professional qualifications:

1. Physicians:

- a. Possess a M.D. degree or a D.O. degree;
- b. Hold an unrestricted license to practice medicine in the state in which they will perform examinations or otherwise practice under this contract;
- c. Board Certified in their respective specialties by one of the medical specialty Boards recognized by the American Board of Medical Specialties or by the American Osteopathic Association;
- d. Engaged in an active medical practice — a minimum of 240 hours of direct patient care over the previous twelve months;
- e. Possess computer skills;
- f. Shall at all times be a “qualified physicians” under the Energy Employees Occupational Illness Compensation Program Act, and as defined in 20 CFR §30.5(ee);

2. Physicians Performing Referee Impairment Evaluations:

In addition to the qualifications set forth in subsection 1.5.1. above, RMEs who resolve conflicts of opinion regarding impairment evaluations must possess certification by ABIME or AADEP in the field of impairment evaluation that establish the physician as a qualified expert. Physicians who conduct impairment evaluations shall have training and experience in the use of the American Medical Association *Guides to the Evaluation of Permanent Impairment*. Currently, DEEOIC requires use of the 5<sup>th</sup> Edition of the *Guides*, but may require use of a newer edition during the life of this contract. The Contractor shall meet a request for use of a newer edition with all necessary materials and training of its staff and sub-contractors as may be required.

3. Most Needed Specialties and Expected Availability:

- a. While DEEOIC may require the services of RMEs certified by any of the medical specialty Boards recognized by the American Board of Medical Specialties, or by the American Osteopathic Association, most requirements will be concentrated in a few medical specialties. In addition to Occupational Medicine specialists, the program primarily utilizes physicians with expertise in pulmonary diseases, oncology, hematology, neurology, dermatology, pathology, urology, gynecology, medical toxicology, family medicine, internal medicine, and internal medicine subspecialties.
- b. For referee opinions, the clinical specialties for which DEEOIC has the most need are internal medicine, orthopedic surgery, oncology, physical medicine and rehabilitation, pulmonary medicine, neurology and family medicine.

- c. Medical specialists must be available in sufficient numbers and geographically distributed as to cover the needs of claimants served by the four DEEOIC district offices. No examination shall require a claimant to travel more than two hundred (200) miles from the claimant's residence without express permission of the District Director or his or her designee.

4. Physicians who may not be used as referees include:

- a. Physicians previously connected with the claim or the claimant, or physicians in partnership with other parties connected to the claim.

**Note:** The mere fact that a physician has conducted a second opinion examination in connection with the DEEOIC does not eliminate that physician from serving as an impartial referee physician in another case.

#### **1.5.4 RME File Review**

The physician selected for a file review is responsible for conducting a thorough review of any relevant medical records, diagnostic test results or other factual information provided to the contractor by DEEOIC. All claimed conditions identified in the SOAF must be reviewed. All questions submitted by the DEEOIC CE must be answered. If the questions cannot be addressed by the RME, a clear statement must be included explaining why a definitive answer could not be provided along with a statement of the evidentiary basis for that conclusion. From this review, the physician is to produce a comprehensive written medical report that unequivocally responds to any questions posed by the DEEOIC CE. Any offered opinion should be derived from an objective evaluation of the totality of all available evidence, and be rooted in sound, reasonable medical judgment. Physicians who previously evaluated or provided medical care to a claimant cannot perform a referee file review.

Upon telephone request, written notice or website notification from the District Office of the need for a referee file review medical opinion, the Contractor shall do the following:

- a. Review the District Office's SOAF and the list of questions to be addressed by the RME. Select a qualifying physician and make arrangement to supply him or her with the relevant case material to be used in resolving a conflict of medical opinions.
- b. When assigning cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has twenty one (21) days from the date of receipt of the referral package to perform the referee file review and return a completed report to the responsible District Office.
- c. Within five (5) days from first notice, notify DEEOIC in writing of the specialist's name, email address and phone number.

- d. Ensure that all reports fully answer all specific questions the CE posed; ensure that each answer contains a supporting explanation or rationale based on the actual clinical findings in the case and current medical concepts; ensure that medical opinions expressed are restricted to the physician's area of medical specialty; and ensure that medical opinions are expressed unambiguously and as definitely as the findings in the case allow.
- e. The RME report is accepted by the District Office when the Contractor receives payment for the report. At that point the case materials should be destroyed, within 30 days or upon acceptance, by the use of a shredder or burning, if shredding is not an option.
- f. If the District Office determines that the report submitted by the Contractor is not properly responsive to the questions posed, is incomplete or incorrect, the District Director will return the report to the Contractor and request the Contractor provide a supplemental report to correct the situation. The RME shall provide the additional report within fourteen (14) days of receipt of the request without additional charge. The District Office will notify the Contractor in writing of the request for the additional report.
- g. Contact the CE with any questions regarding the case.
- h. Contact the District Office within seven (7) days of receipt of the referral package, if the RME identifies issues that require further development before a medical opinion can be rendered. After development, the District Office will submit the additional development to the Contractor for referral to the same RME. The RME will then have 21 days from the date of receipt of the additional information to return a completed report to the District Office.

### **1.5.5 RME Medical Examination**

The physician selected to evaluate a patient by direct medical examination is responsible for conducting a thorough physical examination of the patient, including review of any relevant medical records, diagnostic test results or other factual information. From this examination, the physician is to produce a comprehensive written medical report that describes the results of his or her physical examination and unequivocally responds to any questions posed by the DEEOIC CE. Any offered opinion should be derived from an objective evaluation of the totality of all available evidence, and be rooted in sound, reasonable medical judgment. Physicians who previously evaluated or provided medical care to a claimant cannot perform a referee examination.

#### **1. Scheduling Referee Examinations:**

Upon telephone request, written notice or website notification from the District Office of the need for a referee medical opinion, the Contractor shall do the following:

- a. Review the District Office's SOAF and the list of questions to be addressed by the RME.
- b. Make an appointment for the claimant in question with a physician in the appropriate field of medical specialty and forward notice of the appointment to the claimant, the claimant's appointed representative and to the DEEOIC CE, using a format specified by DEEOIC. Exceptions to this travel restriction may be granted only with the express permission of the District Director or designee. The date of the examination must allow the claimant to receive at least fourteen (14) days advance notice of the appointment date.
- c. Perform, or arrange to have performed, any further necessary diagnostic procedures or tests specifically required to complete the examination and render a meaningful referee opinion report. DEEOIC authorizes any non-invasive diagnostic procedure that is substantively related to the condition or issue which gave rise to the referee opinion referral, and which the examining physician feels is necessary to render a reasoned opinion and full report. No invasive procedure shall be performed without the prior approval of both the individual to be examined and of DEEOIC. All necessary non-invasive tests shall be conducted unless declined by the individual examined; or unless a test is not medically advisable. Upon notification from the examining physician that such a diagnostic procedure is needed, the Contractor shall schedule the procedure(s) according to the delivery schedule set forth in this solicitation.
  - 1) Within five (5) days from first notice, notify DEEOIC in writing of the specialist's name, address and phone number, and the date and time of the scheduled appointment.
  - 2) When assigning cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has thirty (30) days from the date of receipt of the referral package to perform the referee examination and return a completed report to the responsible District Office.
  - 3) Reschedule an appointment only once to suit the convenience of an examining physician. The date of the rescheduled examination shall be not more than fourteen (14) days from the first notice from DEEOIC. In the event of a rescheduling to suit the convenience of an examining physician, the completed report shall be delivered to DEEOIC within twenty eight (28) days from first notice from DEEOIC. If additional requests for rescheduling the appointment are received from the examining physician/specialist, the Contractor shall schedule an appointment for examination with another physician/specialist.
  - 4) Notify DEEOIC within four (4) days of a claimant's request for rescheduling. If a request for rescheduling is received from the claimant, the Contractor or examining physician may not reschedule the appointment without DEEOIC

permission. Rather, the Contractor must notify DEEOIC so the responsible CE may decide the issue.

- 5) Contact the examining physician/specialist within four (4) days after the scheduled appointment date to determine whether the claimant reported and cooperated with the exam. If the claimant did not report or did not cooperate, the Contractor shall so notify DEEOIC within seven (7) days of the scheduled appointment date.
- 6) The RME report is accepted by the District Office when the Contractor receives payment for the report. At that point the case materials should be destroyed by the use of a shredder or burning, if shredding is not an option. It is expected that this period will not be longer than 30 days.
- 7) If the District Office determines that the report submitted by the Contractor is not properly responsive to the questions posed, is incomplete or incorrect, the District Director will return the report to the Contractor and request the Contractor provide an additional report to correct the situation. The RME shall provide the additional report within fourteen (14) days of receipt of the request without additional charge. The District Office will notify the Contractor in writing of the request for the additional report.

***NOTE: Physical examinations shall be performed only by physicians who are licensed to do so.***

### **1.5.6 Narrative report submitted by RME**

The RME report must be typed and must contain the physician's name and signature. The RME's professional address, telephone number and state medical license number should be on file with the Contractor and district offices. The report must fulfill its intended purpose, i.e., it must resolve the conflict in the medical opinion. The contractor must ensure that the referee specialist's report is comprehensive, clear and definite; that it is based on accurate information; and that it is supported by sound medical reasoning. It should be thorough and well rationalized. In addition, each RME report must include a certification statement as determined by DEEOIC regarding potential conflicts of interest as defined in sub-section 1.5.4.a. Each RME report must include the following certification regarding potential conflicts of interest:

"I certify that I am an expert in the required areas of medical expertise for the issues raised in this case and this is my objective medical opinion provided in accordance with the DEEOIC program procedures and guidelines. I also certify that I neither have now, nor have had in the past, any relationship with the claimant, his/her physicians, their attorneys, representatives or any employee, employer, manufacturer or entity that may be connected with this case that would influence my opinion in any way. I also certify that my opinion was not influenced by any financial consideration that may benefit me, my family or my heirs".

In writing a report, the RME should use the following outline.

- a. Case Identification. The RME should identify the case using the claimant's full name and last four digits of the file number of the employee. In addition, the conditions or diagnoses accepted by the program (if any) should be mentioned. This information is found in the SOAF.
- b. Clinical History or Summary. The RME should include a brief clinical summary of the case based on the medical evidence on file and in the SOAF.
- c. Response to the CE's Questions. The RME should write the opinion clearly, explaining complex medical terminology, using only standard abbreviations and defining any abbreviations used. When the CE asks more than two questions, the questions should be numbered and the RME should number and answer each question separately.
- d. The Value of the Report. Where the weight of medical evidence is divided equally between the opinion of the treating doctor and that of the second opinion physician, a referee opinion if sufficiently rationalized, is granted special weight.
- e. Medical Opinions. The referee specialist's opinion should resolve the conflict identified by the CE. Such opinions should be developed from the available medical data in a logical, step-by-step manner and written in a fashion that allows a non-medical staff person to follow the reasoning. Each case should be evaluated on its unique set of facts. Using findings, conclusions or other rationale from similar case situations should not be the basis for forming a position on the case under review. Opinions should be as definite as possible, given the available information. The physician should avoid such terms as "perhaps", "rule out", etc. If the medical evidence is insufficient to reach a more definitive opinion, the RME should ask the CE to request specific medical reports or information from the claimant or the treating physician.
- f. The Use of References. The RME should cite published studies to make a point or support a conclusion. When doing so, the RME should be aware that saying "according to current medical literature..." is not sufficient alone. The RME should also include some specific references in the body of the report or in a separate list of references. The RME should reference all documents used in decision making, either in the text of the report or in a separate list.

### **1.5.7 Referee Referrals by More than One Kind of Specialist**

If the CE identifies the need for examination by two kinds of specialists, for instance an occupational specialist and a psychiatrist, the contractor will arrange two separate examinations.

### **1.5.8 Referee Referrals in Cases Involving a Mental Health Condition**

In a case involving only a mental condition, where a conflict exists between two psychologists or between a psychologist and a physician who does not specialize in treatment of mental disorders, the referee specialist chosen to resolve the case may be either a psychiatrist or clinical psychologist (as long as the file contains no indication that medication for a psychological condition is being used). In those cases, however, where a conflict has arisen between a psychologist and a psychiatrist or between two psychiatrists, the contractor must obtain a referee examination from a psychiatrist. This practice will ensure that the referee physician carries sufficient weight in cases where a medical doctor has been involved in creating the conflict, and should also ensure that the full range of issues are addressed.

### **1.5.9 Overview of Services**

1. The Contractor shall:
  - a. Arrange to have all referee opinion reports submitted on the letterhead of the examining physician, in a narrative form, in a legible typeface, and with the claimant's file number (last four digits) at the top of each page;
  - b. Assure timely return to the district office of completed opinion reports, along with any original claim file materials which may have been sent to the Contractor;
  - c. Assure that each opinion report is comprehensive, unbiased, well-reasoned, consistent with the case file documents, and responsive to all questions posed by the CE.
2. Ensure that all referee opinion reports include, as appropriate:
  - a. A brief synopsis of the clinical history of the case, including a history of treatment to date, as well as an identification of any underlying or preexisting conditions(s);
  - b. A description of physical or psychiatric findings, as the case requires;
  - c. A statement of results and their interpretation for laboratory tests (including blood tests, urinalysis, tissue samples, etc.), and other diagnostic procedures (including x-ray, computerized tomography [CT], magnetic resonance imaging [MRI], electromyogram [EMG], electrocardiogram [EKG], audiogram, treadmill stress test, and similar techniques of visualizing or recording physiological conditions) deemed necessary to complete the referee opinion examination;
  - d. Laboratory tests and diagnostic procedures must be performed by or under the supervision of a person licensed to perform them in the state or local jurisdiction where they are performed. Reports of such tests and procedures must be included with the referee opinion report and must contain the patient's full name, DEEOIC entire file number, date of the test, the objective data obtained, and the signature of the person responsible for performance of the test or procedure;

- e. A report on results of any test requiring cooperation by the patient, such as visual, hearing and pulmonary function tests, should include a comment from the person administering the test on the extent of patient cooperation, to estimate the validity of the results;
  - f. A diagnosis related to these physical findings and diagnostic procedures (from b. and c., above);
  - g. A prognosis, a recommended course of treatment to be followed, and a clinical estimate of the date of recovery, if expected.
3. If the request from the CE also requires an impairment evaluation, ensure that reports are written in accordance with the 5<sup>th</sup> Edition of the American Medical Association *Guides to the Evaluation of Permanent Impairment* and current DEEOIC program policies. The report should include a “date of maximum medical improvement” and supporting rationale for the chosen date. The Contractor shall assure that reports of physical impairment levels contain the actual measurements, expressed in degrees, obtained during the examination or through clinical or laboratory tests, the resulting level of impairment, and an explanation as to how the level of impairment was calculated.
  4. Ensure physical examinations are performed only by physicians who are licensed to do so.
  5. Ensure selection of referee physicians is made on a strict rotational of physicians within a 200 mile range.
  6. Select a physician who is qualified in the appropriate specialty and who has had no prior connection with the case.
  7. Arrange for qualified and appropriate medical specialists to make referee medical opinions services available within reasonable commuting distance for DEEOIC claimants.
  8. Arrange timely scheduling of referee appointments for examinations, forward letters from the responsible CE notifying claimants or their appointed representatives of the claimants' responsibilities to appear and cooperate with scheduled medical examinations.
  9. Assure timely delivery to examining physicians of all pertinent documents supplied by DEEOIC, including the SOAF, examiners' questions to physicians, medical records, etc.

10. Comply with applicable provisions of the Privacy Act of 1974 and otherwise assure the security and confidentiality of claimant medical records and related materials entrusted to the custody of the Contractor.
11. Conform to DOL's security and privacy requirements.
12. A RME may be eliminated from the list of providers for the following reasons, which may include, but is not limited to; unwillingness to perform examinations for DEEOIC's claimants; reports that have shown a predictable pattern amounting to bias; chronically submits unacceptable reports in the face of acceptable questions; and consistently submits reports beyond the due date.

**1.5.10 Supplemental Reports after Review of Additional Evidence or for Clarification of a Medical Opinion – Referee File Review or Examination.**

- 1) A request for a report from the CE with new evidence and new question(s) to be answered will be sent in writing to the Contractor via the Contractor's chosen notification method. Upon receipt of the request, the Contractor shall forward the material submitted to the original CMC or RME. The CMC or RME shall have twenty-one (21) calendar days from the date the request is received to respond to DEEOIC with a complete report. The Contractor shall assure that each report is comprehensive, unequivocal, unbiased, well-reasoned, and responsive to the new evidence presented as well as to all questions posed by the CE.
- (2) In addition, a CMC or RME report may contain deficiencies and thus require a clarification or correction. The District Office will send a request in writing to the Contractor requesting an addendum report from the CMC or RME. The report will be based upon the review of the medical evidence in the case file available to the CMC or RME at that time. The CMC or RME shall submit an acceptable report within twenty-one (21) calendar days and without additional charge.
- (3) All reports shall be submitted to DEEOIC according to the instructions provided above in subsection 1.5.6 of contract DOLJ129E32766.

**1.5.11 Payment for Cancellation of Appointments for Referee Referrals**

- (1) When the Government cancels a scheduled referee appointment with at least 24 hours' notice to the Contractor or to the examining physician, no payment will be made and no liability is incurred by the Government. When the Government gives less than 24 hours' notice in cancelling a scheduled referee appointment a fixed fee of \$50.00 will be paid to the Contractor as sole compensation for cancelled appointment.
- (2) When a claimant cancels a scheduled referee appointment with at least 24 hours' notice to the Contractor or to the examining physician, no payment will be made and no liability

is incurred by the Government. When a claimant gives less than 24 hours' notice in canceling a scheduled referee appointment, a fixed fee of \$50.00 will be paid to the Contractor as sole compensation for the cancelled appointment. When a claimant, without prior notice, fails to report for the referee scheduled appointment, a fixed fee of \$50.00 will be paid to the Contractor as sole compensation for the cancelled appointment.

#### **1.5.12 Payment for Diagnostic Laboratory Tests and Diagnostic Procedures for Second Medical Opinion Examinations and Referee Referral Medical Second Opinion Services).**

Diagnostic laboratory tests and other diagnostic procedures deemed necessary to complete a second opinion examination or a referee opinion examination shall be paid for according to the OWCP's fee schedule limitations as set forth in 20 CFR § 30.705. The OWCP fee schedule reimbursement will be based on the locality where the services are rendered as set forth in 20 CFR § 30.706.

- The Contractor shall be responsible for obtaining and verifying credentials, certifications, state licensures, and other professional credentials as well as maintaining on-going checks to ensure that all credentials remain current for subcontractors ordering diagnostic tests or procedures.
- 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 diagnostic tests and procedures using the appropriate CPT or HCPCS code and the appropriate ICD code.
- The Contractor shall submit a request for reimbursement on Form OWCP-1500. A copy of the itemized invoice from the subcontractors rendering the services and the medical report documenting the results of the diagnostic studies performed and the nature of the treatment rendered shall be attached to the submitted OWCP-1500 form.
- The Contractor shall ensure that bills for diagnostic laboratory tests and other diagnostic procedures are not billed in excess of the units rendered.
- The Contractor shall ensure the subcontractor rendering diagnostic services 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 subcontractors rendering the services shall be required to keep adequate medical records that are accurate, complete, contemporaneous, and legible for each claimant a minimum of ten (10) years after the record was created.

#### **1.5.13 Delivery Schedule for Referee Referrals**

No one Referee Medical Examiner (RME) shall conduct more than 5% of the referee referrals file reviews for that medical specialty by geographical location per annum. No one RME shall conduct more than 5% of the referee referrals examinations for that medical specialty by geographical location per annum.

When assigning referee cases to a RME, the Contractor shall distribute cases by specialty or expertise and availability. The Contractor has thirty (30) days from the date of receipt of the referral package to perform the referee examination and return a completed report to the responsible District Office.

The RME report is accepted by the District Office when the Contractor receives payment for the report. At that point the case materials should be destroyed by the use of a shredder or burning, if shredding is not an option. It is expected that this period will not be longer than 30 days.

In the event a referee narrative report cannot be produced within the scheduled time frame, the Contractor is required to contact the COR or Alternate COR and the responsible district office in writing with a reason for the delay and the proposed revised schedule. Any request for a revised schedule must be reviewed and approved by the COR or Alternate COR before it is placed in effect. Contract terms and conditions described in contract DOLJ129E32766 may dictate penalties, costs, and other actions based on the facts related to the request for a revised schedule.

**Delivery Schedule**. The Contractor shall perform all elements of the required services within the time frames described in Technical Exhibit 1

## **1.6 THE PERIOD OF PERFORMANCE**

The period of performance shall be for one (1) Base period of 12 (twelve) months. The Period of Performance reads as follows:

Base Year:                    12/11/2015 – 12/10/2016

## **1.7 GENERAL INFORMATION**

### **1.7.1 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.

### **1.7.2 Quality Assurance**

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

### **1.7.3 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

#### **1.7.4 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.

#### **1.7.5 Place of Performance**

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

#### **1.7.6 Type of Contract**

The government anticipates awarding an Indefinite Delivery/Indefinite Quantity contract.

#### **1.7.7 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 CMCs 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.

#### **1.7.7.1 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.

#### **1.7.7.2 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.

### 1.7.7.3 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. In addition, the following points of contact should be copied on the e-mail:
  - Douglas Pennington ([Pennington.Douglas@dol.gov](mailto:Pennington.Douglas@dol.gov))
  - Jill Brown ([Brown.Jill.E@dol.gov](mailto:Brown.Jill.E@dol.gov))
  - Vincent Alvarez ([alvarez.vincent@dol.gov](mailto:alvarez.vincent@dol.gov))
  - Dionne Perry ([Perry.Dionne@dol.gov](mailto:Perry.Dionne@dol.gov))
5. Upon notification, the Contractor shall investigate the suspected or actual incident to discover the facts about the incident.

6. 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**
7. 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.
8. 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 Contractor physician creates a medical 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.

### **1.7.8 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.

#### **1.7.8.1**

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.

#### **1.7.8.2**

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.

#### **1.7.8.3 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.

## **1.7.9 Reports**

### **1.7.9.1 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 causation and impairment evaluation cases; and five (5) days for SECOP. The report shall be sorted by the referring District Office; and contain the following data:

- (1) case number (last four digits);
- (2) claimant name (last, first);
- (3) medical specialty requested;
- (4) age of the referral (days since initial receipt);
- (5) type of report.

### **1.7.9.2 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 CMCs. The report shall be sorted by referring District Office; and contain the following data:

- (1) case number (last four digits);
- (2) claimant name (last, first);
- (3) medical specialty requested;
- (4) age of the referral (days since initial receipt);
- (5) explanation for non-completion within two (2) days for causation and impairment evaluations, and five (5) days for SECOP;
- (6) expected date of delivery.

### **1.7.9.3 Quarterly Management Reports**

For each calendar quarter, the Contractor shall provide to the COR or designee, quarterly management reports in four parts, **DETAIL, SUMMARY, CONTRACT MEDICAL CONSULTANTS and SECOND MEDICAL OPINIONS**. All reports shall include both electronic (Microsoft EXCEL) and hard copy versions.

A. DETAIL REPORTS shall include listing of all causation opinions, impairment evaluations and SECOP reports requested during the quarter, sorted by date delivered to DEEOIC and showing for each:

- (1) claimant's name (first and last);
- (2) case number (last 4 digits);
- (3) medical specialty referred to;
- (4) type of referral (e.g., for medical opinion service or impairment evaluation);
- (5) date referral was received by the Contractor;
- (6) date the case was assigned to a CMC or SECOP physician;
- (7) whether CMC postponed or declined the case;
- (8) date the CMC report was delivered to DEEOIC;
- (9) current status of report if not yet delivered to DEEOIC;
- (10) indicate if report was returned for deficiencies or clarification, and if so, the total days required from initial referral to submission of acceptable report;
- (11) district office where the request originated;
- (12) referring District Office.

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 CMC referrals still pending completion on the 21<sup>st</sup> day after the end of the quarter;
- (2) the mean, minimum and maximum completion times for CMC and SECOPs, i.e., elapsed times from first receipt of a request for medical opinion until receipt of the acceptable report by DEEOIC;
- (3) the number of CMC reports, and percent of total completed, for which completion times exceeded 21 days, and the case numbers associated with those reports;

- (4) the number of times each CMC declined a medical opinion or impairment evaluation and the associated case numbers;
- (5) the number of medical opinion reports, impairment evaluation or SECOP, 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 medical opinion 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 CMC medical opinions, impairment evaluation or SECOP;
- (9) total number of reports assessing an individual's ability to work during a given time period, as it relates to the covered condition;
- (10) total number of reports providing an explanation of treatment modalities, the interpretation of clinical test results, assistance with establishing or confirming a diagnosis and the clarification of other physicians' reports.

C. CONTRACTOR REPORTS CONCERNING CONTRACT MEDICAL CONSULTANTS

shall

include the following:

- (1) number of CMC's used to deliver medical opinion services during the quarter;
- (2) number of reports delivered by each;
- (3) number of causation reports delivered by each;
- (4) number of impairment evaluation reports delivered by each;
- (5) number of cases declined by each;
- (6) number of reports returned for deficiencies or clarification by each;
- (7) number of reports that exceeded the due date by each;

D. CONTRACTOR REPORTS CONCERNING SECOND MEDICAL OPINIONS shall include the following:

- (1) total number completed;
- (2) number completed by each physician;
- (3) the number of times each physician declined a SECOP, and the associated case numbers;
- (4) percent of total completed, which had to be returned for deficiencies or clarification, and the case numbers associated with those reports;
- (5) number of cases with assigned SECOP physician pending examination;
- (6) number of cases with assigned SECOP physician with scheduled examination (i.e. date of appointment);
- (7) number of cases with assigned SECOP physician with completed examination but no report;
- (8) number of claimants traveling more than 200 miles from claimants residence for SECOP.

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

#### **1.7.10 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.

#### **1.7.11 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 quarterly conference calls between DEEOIC and the contractor physicians to address questions or discuss ongoing issues. These meetings shall be at no additional cost to the government.

#### **1.7.12 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.

#### **1.7.13 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

**COB** - Close of Business

**CONUS** - Continental United States

**CMC** - Contract Medical Consultant

**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

**MS** - Medical Scheduler

**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** - Probability of Causation

**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

**SECOP** - Second Opinion

**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 CMC	Quarterly	One (1)	Microsoft Office Product Excel	COR
Management Reports SECOP	Quarterly	One (1)	Microsoft Office Product Excel	COR