UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

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United States Food and Drug Administration
Dept. of Health and Human Services
Attn: Peggy Jones
Grants Management Officer
5600 Fishers Lane
FHSL Building
Mail Stop: HFA-522
Rockville, MD 20857

FDA 224-76-6006 Mod. 36

SUBJECT: INTERAGENCY AGREEMENT NO. NRC-06-00-300 ENTITLED, "CONFERENCE OF RADIATION CONTROL PROGRAM DIRECTORS', INC."

Dear Ms. Jones:

Pursuant to the Economy Act of 1932, as amended, the U.S. Nuclear Regulatory Commission (NRC) and the Food and Drug Administration (FDA), Bureau of Radiological Health (BRH) desire to enter into an agreement for the support of the Conference of Radiation Control Program Directors (CRCPD). FDA Authority: Section 301 of the Public Health Service Act (42 USC 241).

The CRCPD consists of radiation control program directors from each of the 50 states and the District of Columbia. It was created to unify the States in reducing unnecessary exposure of the public to ionizing and nonionizing radiation. The services of these radiation control experts in the conference is used to assist the Federal Government in identification of, resolution and implementation of solutions for radiation control problems.

The CRCPD coordinates State radiation control activities with the programs of the sponsoring Federal agencies (NRC, FDA-BRH, EPA), assists in maintaining a national data bank of radiation control activities and participates in formulation of regulations, standards, and suggested legislation.

Accordingly, upon your agreement as provided below, the terms and conditions of this interagency agreement are as follows:

Article I - Scope of Work

Under the proposed agreement, FDA-BRH shall perform in accordance with the Scope of Work entitled "Conference of Radiation Control Program Directors', Inc., which is attached hereto and made a part of this interagency agreement.

Article II - Deliverables

Deliverables including, but not limited to, reports and newsletters shall be submitted in accordance with Article I, of the attached Statement of Work.

Article III - Period of Performance

The period of performance of this agreement shall be from May 1, 2000, through April 30, 2001. The Scope of Work, as set forth in Article I - Scope of Work above, and period of performance may be increased as mutually agreed to by both parties by the NRC Contracting Officer's issuance of a modification to this agreement. The budget period for the Modification is 10/1/99 - 9/30/00.

Article IV - Option to Extend The Term Of The Contract

The Contracting Officer, by issuance of a negotiated modification to this agreement, may exercise the option to extend the term of this contract for an additional four (4) one-year periods at the estimated cost set forth in Article VI - Estimated Amount, below.

Article V - Payment

Payment shall be made on a reimbursable basis. Invoices shall be submitted in accordance with Attachment 1, Billing Instructions for Interagency Agreements, which is attached hereto and made a part hereof.

Each invoice shall cite the following data:

| | | |
|---|---|---|
| Appropriation No.: | 31X0200.070 | FDA |
| B&R No.: | 07Q-15-204-105 | 7500600 |
| FIN No.: | L2337 | 0-6997896-z-23008 |
| BOC: | 252A | 22350R40 |
| OPAC No.: | 31000001 | 41.41 |

Interagency Agreement No.: NRC-06-00-300 FDA 224-76-6006 Mod. 36
Billing may be accomplished immediately for subsequent funding of an FDA Cooperative Agreement.

Article VI - Estimated Amount

6. The total estimated amount of this agreement for the base period of performance is $110,000.00.

7. Should the Government exercise Option Year 1, the total estimated amount of this agreement for this period is $110,000.00.

8. Should the Government exercise Option Year 2, the total estimated amount of this agreement for this period is $110,000.00.

4. Should the Government exercise Option Year 3, the total estimated amount of this agreement for this period is $110,000.00.

5. Should the Government exercise Option Year 4, the total estimated amount of this agreement for this period is $110,000.00.

Article VII - Obligation of Funds

The amount presently obligated by the NRC for this agreement for performance of work is $110,000.00.

Article VIII - Points of Contact

The NRC contacts are:

Technical Contact: Mr. Thomas J. O'Brien, Project Officer
(301) 415-2308, Mail Stop:O-3C10

Contractual Contact: Edna Knox-Davin, Contract Specialist
(301) 415-6577

Sharon D. Stewart, Contracting Officer
(301) 415-7315

If this agreement is acceptable to FDA-BRH, please so indicate by signing in the space provided below and returning two fully executed copies to me at the address below. You may retain the third copy for your records.

U.S. Nuclear Regulatory Commission
Attn: Edna Knox-Davin, Contract Specialist
Division of Contracts and Property Management
Mail Stop: T-7I2
Washington, DC 20555

Should you have any questions regarding this interagency agreement, please contact Edna Knox-Davin, Contract Specialist, on (301) 415-6577.

Sincerely,

Sharon D. Stewart, Contracting Officer
Contract Management Branch 2
Division of Contracts and Property Management
Office of Administration

Attachment: As stated

ACCEPTED: FOOD AND DRUG ADMINISTRATION

BY: _____
Peggy L. Jones

TITLE: Grants Management Officer

DATE: 8/4/00

SCOPE OF WORK

CONFERENCE OF RADIATION CONTROL PROGRAM DIRECTORS, INC.

I. BACKGROUND - CONFERENCE OF RADIATION CONTROL PROGRAM DIRECTORS, INC.

(A) The Conference of Radiation Control Program Directors, Inc., (CRCPD), was formed in 1968 to provide a forum where Federal, State, and local radiation control program directors could address governmental radiation protection issues. Voting members are the directors of the primary radiation control programs in the 50 States, the District of Columbia and Puerto Rico. Other persons, including those employed outside the government, are eligible for other categories of membership. The major work of the CRCPD is accomplished through committees and task forces.

(B) NRC contributes approximately $110,000 each fiscal year (this amount may vary) towards a cooperative agreement for the CRCPD. Other participating agencies include DOE, FEMA, EPA and FDA (HHS). The FDA handles all accounting and financial aspects of the agreement. NRC receives technical reports of the committees either through distribution by the Office of the Executive Director or through meetings of the CRCPD Board of Directors. Also, a copy of the quarterly and annual report of work accomplished (item II.G) and cost accounting submitted to FDA will be sent to NRC. The Federal Liaison to CRCPD, located in the Office of State Programs, regularly attends Board of Directors meetings, and communicates with other NRC members of the task forces and related committees. The NRC Federal Liaison also regularly attends the Annual Meeting, which is usually held in May, to address national radiation protection issues. The Annual Meeting lasts approximately one week with approximately 350 individuals attending. The NRC and CRCPD also communicate on major policy and regulatory issues, such as Suggested State Regulations covering radioactive materials, low-level waste, radioactive contamination and emergency response planning.

II. DUTIES

Duties of the CRCPD related to NRC responsibilities include:

A. Plan and conduct an annual meeting of the Conference members and sponsors consisting of a general session, workshops and clinics for the following purposes:

A.I General Sessions: To present reports on the status of studies conducted during previous years, technical reports on new developments and task force reports of problems defined and assigned as recommended by the workshop reports, Conference or sponsors.

A.2 Workshops: To study and define identified problems and/or areas of mutual concern in radiation control and recommend action as needed to resolve these problems. The workshop reports are submitted to the Conference for cost benefit evaluation and further action. Problems that require extensive study are assigned to a task force comprised of experts in that field for solving.

A.3 Clinics: To demonstrate mutually beneficial techniques, procedures and systems which have been developed by the sponsoring agencies or Conference members in radiation control.

B. Perform all administrative management functions required for the conduct of the annual technical meeting including site visits and selections, program planning, and facility arrangement.

C. Appoint and arrange for standing committees and task forces to study, evaluate, and develop recommended actions and/or solutions to current identified problems. Although, the CRCPD may, at any given time, have a number of groups working on specific projects, the CRCPD shall set priorities annually for specific committees and products. Reports generated by these task forces will be evaluated by the CRCPD Board of Directors and reported to the participating agencies. The Board of Directors will also set priorities for the standing committees and task forces in coordination with the Federal Liaisons of the participating agencies. All administrative management functions required to support these task forces will be performed by the Conference. Predecisional information provided to the CRCPD Committees by the NRC will be limited to use by Agreement and non-Agreement State Radiation Control Program Directors, their staff, CRCPD staff, and Federal resource representatives. This information will not be disclosed to the public and non-State advisors unless NRC gives permission. Work in the organization can be broken down into the following broad categories that are related to NRC responsibilities:

C.1 Suggested State Regulations: To assist State regulatory agencies in developing radiation control regulations for radioactive materials regulatory programs which will promote uniformity between the States;

C.2 Environmental Nuclear: Radioactive waste disposal, radioactive contamination, contaminated sites, emergency response planning, bonding and surety, and decontamination and decommissioning; and

C.3 General Radiation Protection: Ionizing radiation safety concerns, international radiation protection, industrial, medical and other uses of radioactive material.

C.4 Orphan Sources: Clarify jurisdictions and regulatory responsibilities for addressing orphan source problems, including providing assistance for identification, handling, and disposal of orphaned sources.

D. Commission on Training: Continue activities of the Commission on Training to evaluate the RCP training and program implementation training needs of the States. Continue to review these needs and assess the training requirements that must be approached from the national level to solve problems encountered. Work with the sponsoring or other

Federal agencies, universities, manufacturers, or other resources to develop the training needed in radiation control.

E. Attend Radiation Advisory Committee meetings of supporting agencies to provide State technical experience into the subject under advisement.

F. Establish technical committees within the Conference to provide guidance and assistance to the supporting agencies in developing national programs in radiation control.

G. Submit quarterly and annual reports of work accomplished, major products, and cost accounting to the Federal Liaison. The major products of the CRCPD are technical publications prepared by CRCPD working groups and formal positions taken by the membership and/or the Board of Directors and include:

1. Bi-Monthly CRCPD Newsletter
2. Profile of State and Local Radiation Control Programs
3. Proceedings of Annual Meetings
4. Publication of the Suggested State Regulations for Control of Radiation Control (SSRCR)
5. Annual publication of Directory of State Agencies Concerned with the Transportation of Radioactive Material, and
6. Annual publication of Directory of Personnel Responsible for Radiological Health Programs.

H. When the Directory of Personnel Responsible for Radiological Health Programs is published, without cost submit 30 copies of the Directory and an electronic copy of the Directory on disk to the NRC Federal Liaison.

## BILLING INSTRUCTIONS FOR INTERAGENCY AGREEMENT

The Agency shall submit an original and four copies of vouchers for cost-reimbursement in the following manner:

Claims shall be submitted on the Standard Form 1081, Voucher for Transfers Between Appropriations and/or Funds.

Frequency. The Agency shall submit claims for reimbursement as each task is completed.

Billing of Costs After Expiration of Agreement. If reimbursable costs are incurred during the agreement period and claimed after the agreement has expired, the period during which these costs were incurred must be cited.

The Agency shall furnish the information set forth below:

(a) Address the original voucher (with copies) to the Contracting Officer, U.S. Nuclear Regulatory Commission, Mail Stop T-7-I2, Washington, D.C. Payment will be made by U.S. Nuclear Regulatory Commission, Office of the Controller, Division of Accounting and Finance, General Accounting Branch, Washington, DC 20555.

(b) Voucher Number. Insert the appropriate serial number of the voucher. This must be in sequential order beginning with 001 as the number to be used for the first voucher submitted under this agreement.

(c) Date of Voucher. Insert the date the voucher is prepared.

(d) Agreement Number, FIN Number, and Date. Insert the agreement number, the FIN number, and the effective date of the agreement.

(e) Payee's Name and Address. Show the name and address of the Agency and include name of voucher preparer and telephone number.

(f) Billing Period. Insert the beginning and ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is claimed.

(g) Billing Detail. Insert the major cost elements as follows:

(1) Direct Labor. This Consists of salaries and wages paid (or accrued) for direct performance of the contract.

(2) Materials and Supplies. This is consumable materials and supplies and equipment. Specify separately all items over $1,000.

(3) Other. List all other direct costs.

(4) Overhead. Show that amount of the billing which is overhead.

(h) Amount Billed for Current Period. Insert the amount billed for adjustments and adjusted amounts for the period.