

AWARD OF INTERAGENCY AGREEMENT

6. ISSUED BY

US NRC
Division of Contracts
Attn: Adelis M Rodriguez
Mail Stop: TWB-01-B10M
Washington DC 20555

PROJECT MANAGER

Bruce L. Currie

1. DATE OF ISSUE

10/31/2008

2. AGREEMENT NUMBER

NRC-27-09-301

3. MOD NO.

4. AGENCY LOCATOR NO.

31000001

5. B & R NUMBER

97P-15-5C1-316

7. JOB CODE

D1352

8. APPROPRIATION SYMBOL

31X0200

9. BOC

253L

10. DOCUMENT IDENTIFICATION NUMBER

SBC-09-301

11. NAME AND ADDRESS OF SERVICING AGENCY

Federal Occupational Health
Attn: Maryann Basil
The Public Ledger Bldg
150 S. Independence Mall West
STE 368
Philadelphia, PA 19106

12. JOB CODE TITLE

Medical Consultative Services

13. AGREEMENT PERFORMANCE PERIOD

BEGIN

10/31/2008

END

10/30/2009

14. OBLIGATION AVAILABILITY PROVIDED BY

A. THIS ACTION

\$

2,500

B. TOTAL PLACED PRIOR TO THIS ACTION WITH THE PERFORMING ORGANIZATION
UNDER THIS JOB CODE FOR THIS FISCAL YEAR

\$

C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR

\$

D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT

\$

2,500

15. ATTACHMENTS

THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT

- ☒ STATEMENT OF WORK
☒ ADDITIONAL TERMS AND CONDITIONS
☐ OTHER (Specify) _____

16. SECURITY

- ☐ WORK ON THIS AGREEMENT INVOLVES
CLASSIFIED INFORMATION
☒ WORK ON THIS AGREEMENT INVOLVES
SENSITIVE UNCLASSIFIED INFORMATION
☐ WORK ON THIS AGREEMENT IS UNCLASSIFIED
AND NOT SENSITIVE

17. FEE BILLABLE UNDER 10 CFR PART 170

☐ YES☒ NO

18. REMARKS

The US Nuclear Regulatory Commission requires the service of the Federal Occupational Health to provide necessary personnel and expertise to conduct medical consultative services which are required to complete the agency's compensatory damages investigation.

19. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one)

- ☐ ENERGY REORGANIZATION ACT OF 1974, AS AMENDED
☒ THE ECONOMY ACT OF 1932
☐ THE CLINGER-COHEN ACT OF 1996
☐ OTHER (Specify) _____

20. ADVANCE PAYMENT

☒ IS NOT AUTHORIZED☐ IS AUTHORIZED (Requires approval by Director, DFS/OCFO)

21. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT

| FY 2009 | FY | FY | FY | FY | TOTAL |
|----------|----|----|----|----|----------|
| \$ 5,000 | \$ | \$ | \$ | \$ | \$ 5,000 |

22. CERTIFICATION OF FUNDS

This certifies that funds in the amount cited in Block 14.A. are available in the current fiscal year allowance for work authorized by this agreement.

FUNDS CERTIFICATION OFFICIAL (Typed Name)

Virginia Bolding, NRC form 400 on file

SIGNATURE

DATE

23. SIGNATURES

NRC ISSUING AUTHORITY (Typed Name and Title)

Stephen Pool, Contracting Officer

SIGNATURE

DATE

SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title)

Maryann Basil, FOH

SIGNATURE

DATE

TECHNICAL:

| | | |
|---|---|--|
| FULL NAME Bruce L. Currie | | ADDRESS US Nuclear Regulatory Commission Attn: Bruce Currie Mail Stop: O3 H8 Washington DC 20555 |
| TELEPHONE NUMBER 301-415-5988 | FACSIMILE NUMBER 301-415-5953 | |
| E-MAIL ADDRESS bruce.currie@nrc.gov | | |
| | | |

ADMINISTRATIVE:

| | | |
|---|---|---|
| FULL NAME Adelis M Rodriguez | | ADDRESS US Nuclear Regulatory Commission Attn: Adelis M Rodriguez Mail Stop: TWB- 01-B10M Washington DC 20555 |
| TELEPHONE NUMBER 301-492-3623 | FACSIMILE NUMBER 301-492-3437 | |
| E-MAIL ADDRESS adelis.rodriguez@nrc.gov | | |
| | | |

OTHER AGENCY'S CONTACTS:**TECHNICAL:**

| | | |
|------------------|------------------|---------|
| FULL NAME | | ADDRESS |
| TELEPHONE NUMBER | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | | |
| | | |

ADMINISTRATIVE:

| | | |
|------------------|------------------|---------|
| FULL NAME | | ADDRESS |
| TELEPHONE NUMBER | FACSIMILE NUMBER | |
| E-MAIL ADDRESS | | |
| | | |

BILLING INFORMATION: To receive reimbursement under this agreement, forward to NRC on a (check one):

☐ monthly ☐ quarterly ☒ other Payment via IPAC basis, an original and three copies of Standard Form

1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09, or, if possible, bill monthly through the OPAC system. Send reimbursement requests to the following address:

Payment Policy and Obligations Team
Mail Stop: T-9 F30
Division of Financial Services
Office of the Chief Financial Officer
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

Any NRC funds remaining unexpended at the end of a fiscal year may be carried over into future fiscal years unless otherwise notified by NRC.

REPORTING REQUIREMENTS: Submit reports to the NRC in accordance with the statement of work. Submit financial status reports on a (check one):

☒ monthly ☐ quarterly ☐ other _____ basis. These reports shall contain a brief letter status

which summarizes the expenditure of NRC funds. This report shall address the following categories, as applicable: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) subcontract costs. Each report shall include by category: (a) costs for the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections, and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection."

Submit these reports to the NRC Technical Contact by the 20th day of the month following the reporting period.

TERMINATING THE AGREEMENT: This agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.



**Interagency Agreement with
Federal Occupational Health Service
No. A136160**

I. Purpose

The Department of Health and Human Services (DHHS), Federal Occupational Health Service (FOH) and Nuclear Regulatory Commission (NRC) hereby enter into an agreement effective 10/31/2008. The agreement establishes a means for FOH to provide requested occupational and/or environmental health services as well as a framework for the development of future statements of work and tasks for any of the available services noted in Section III below.

II. Authority

This Interagency Agreement is entered into between the above-mentioned organizations pursuant to 5 U.S.C. §7901 - Health Services Programs (PL 79-658) that authorizes the heads of agencies to establish health services programs, and 31 U.S.C. 1535 the Economy Act of 1932 as amended.

III. Available Services

This agreement will remain in effect indefinitely unless amended in writing by the participating parties or cancelled by either party upon 60 days written notification. Closeout or termination costs will be negotiated and assessed for work underway at the time of termination.

Services provided under this agreement are detailed in the attached Statement(s) of Work.

IV. Confidentiality

FOH adheres to professional and legal standards of confidentiality of records consistent with the needs and requirements related to specific services. Requirements related to each type of service will be addressed in the Statement(s) of Work issued under this agreement.

Users of FOH systems must comply with FOH usage policies (see www.foh.dhhs.gov/public/policies.asp).

V. Management

As appropriate to the services to be provided, FOH will oversee program operations, monitor provider performance, and perform other required program management functions. When requested, managers of participating organizations will provide advice and assistance to promote and facilitate effective implementation of this interagency agreement.

Each participating organization will designate by name and title, one person who will serve as the Agency Program Point of Contact (POC) for each Statement of Work. This individual will work with the FOH POC to assure that all services are provided in accordance with this agreement.

VI. Funding

The Organization signing this interagency agreement agrees to transfer funds to FOH to pay for program operation and management support, including necessary personnel services, supplies and equipment, and miscellaneous expenditures required for completion of the work. Title to and ownership of any property purchased from funds transferred under this agreement will reside with FOH unless otherwise noted. When applicable, FOH may request that each participating agency provide annual employee population data to determine the cost for certain occupational health services. Note that prices for services may change annually in accordance with costs of securing goods and services. On a monthly basis, FOH will initiate an electronic transfer of funds via the U.S. Treasury's Intra-Governmental Payment and Collection (IPAC) system. Those organizations not using IPAC may use credit cards. Each individual Statement of Work or Task Order will specify the method of payment selected by the Agency along with certain fiscal information required by the IPAC system.

VII. Period of Agreement and Cancellation

This agreement will remain in effect indefinitely unless amended in writing by the participating parties or cancelled by either party upon 60 days written notification. Closeout or termination costs will be negotiated and assessed for work underway at the time of termination.

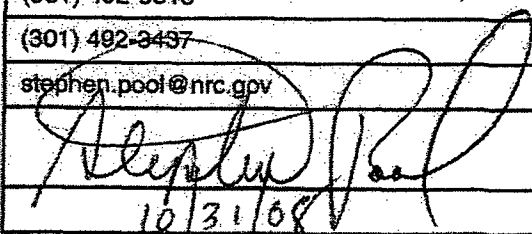
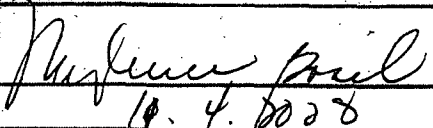
VIII. Special Terms and Conditions

This agreement will remain in effect indefinitely unless amended in writing by the participating parties or cancelled by either party upon 60 days written notification. Closeout or termination costs will be negotiated and assessed for work underway at the time of termination.

IX. Official Authorization

We, the undersigned agency representatives, having the delegated authority to enter into this agreement, hereby agree that FOH will provide the occupational and/or environmental health services, as further described in the Statements of Work issued under this agreement and at the prices quoted therein, with services not to be delivered until FOH receives a signed and completed copy of this agreement.

Signature Authority

| | Agency Signatory | FOH Signatory |
|-----------|---|--|
| Name | Stephen Pool | MARYANN BASIL |
| Title | Contracting Officer | Senior Business Consultant |
| Address | US NRC Mail Stop: TWB-01-B10M Washington, DC 20555 | The Public Ledger Bldg 150 S. Independence Mall West Suite 368 Philadelphia, PA 19106 |
| Phone | (301) 492-3618 | (215) 861-4136 |
| Fax | (301) 492-3437 | (215) 861-4121 |
| Email | stephen.pool@nrc.gov | MBasil@psc.gov |
| Signature |  |  |
| Date | 10/31/08 | 10.4.2008 |

Cost estimates prepared by FOH to carry out this agreement have been prepared in accordance with the Managerial Cost Accounting Standards, Statement of Federal Financial Accounting Standards No. 4 (FASAB, July 31, 1995) and in accordance with Attachment B and C of OMB Circular No. A-76, "Performance of Commercial Activities" revised May 29, 2003. The recipient agency may use FOH's charges under this agreement to report on the full cost of goods and services received, in conformity with the Standards - provided a small amount is added to FOH's charges to reflect imputed inter-entity costs that WILL NOT be billed to your agency. Each year FOH will provide your agency with an estimate of those inter-entity costs expressed as a percentage.