

**MODIFICATION OF INTERAGENCY AGREEMENT**

PAGE  
1 OF  
1

1. INTERAGENCY AGREEMENT NO. NRC-10-05-427	2. MODIFICATION NO. K009	3. EFFECTIVE DATE 03-28-2005	4. PROJECT/REQUISITION NO. ADM-12-053
---	-----------------------------	---------------------------------	--

5. ISSUED BY U. S. Nuclear Regulatory Commission Div. of Contracts Attn: Lisa Kauffman Mail Stop: TWB-01-B10M Washington, DC 20555	6. AGENCY PERFORMING SERVICE PROGRAM SUPPORT CENTER  4550 MONTGOMERY AVE STE 950  BETHESDA MD 208143304
---	--

7. PROJECT TITLE  
Safety and Occupational Health Program

8. ACCOUNTING AND APPROPRIATION DATA (If required)  
2012-40-51-H-200 D2700 253A 31X0200 Obligate \$80,000.00

FOH Agreement No. A113837  
 DUNS# 024199981  
 FFS# 120075  
 NAICS: 541990  
 PSC: R498

9. DESCRIPTION OF MODIFICATION

The Interagency Agreement between the NRC and Federal Occupational Health (FOH) is hereby modified as follows:

- Attachment A - of the Interagency Agreement between the NRC and FOH is hereby replaced in its entirety by Attachment A of this modification.
- The attached FY 2012 Price Schedule is hereby incorporated into the Interagency Agreement.
- The ceiling of the Interagency Agreement is hereby increased by \$74,589.26 from \$105,410.74 to \$180,000.00.
- Funding in the amount of \$80,000.00 is hereby obligated. Funds are increased by \$80,000.00 from \$100,000.00 to \$180,000.00.

The total amount obligated to date is:

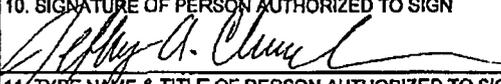
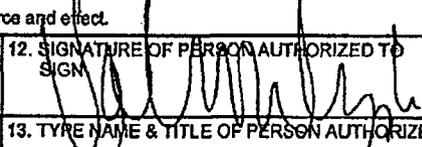
FY05 Obligations:	\$ 2,000.00
FY06 Obligations:	\$ 2,000.00
FY07 Obligations:	\$ 2,000.00
FY08 Obligations:	\$ 2,000.00
FY09 Obligations:	\$ 2,000.00
FY10 Obligations:	\$20,000.00
FY11 Obligations:	\$70,000.00
FY12 Obligations:	\$80,000.00
<b>Total Obligations:</b>	<b>\$180,000.00</b>

5. The revised period of performance is 03/28/2005 through 9/30/2012.

6. This modification changes the FOH designee from George Bearer to Jeffrey Church, 301-594-4655, Jeffrey.church@foh.hhs.gov.

All other terms and conditions shall remain unchanged.

Except as provided herein, all other terms and conditions of the agreement remain in full force and effect.

10. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE 24OCT11	12. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	DATE 10/21/11
11. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN Jeffrey A. Church, Sr. Program Mgr	13. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN Valerie Whipple Contracting Officer		

**Attachment - A**  
**Interagency Agreement**  
**Between**  
**The Department of Health and Human Services**  
**U.S. Public Health Service**  
**Federal Occupational Health**  
**And**  
**The U.S. Nuclear Regulatory Commission**  
**Agreement # A113837**

**Statement of Work**

The following services to perform each Task Area defined herein will be provided upon Federal Occupational Health (FOH) receiving a work request from the U.S. Nuclear Regulatory Commission (NRC).

**NRC Task Area #1 = NRC Facilities Safety/Indoor Air Quality/Noise/Lead-in-Water Project**

The scope of this project shall be limited to the U. S. Nuclear Regulatory Commission (NRC) occupied spaces in the following headquarters buildings:

1. One White Flint North  
11555 Rockville Pike  
Rockville, MD 20852-2738
2. Two White Flint North  
11545 Rockville Pike  
Rockville, MD 20852-2738

The scope of this project shall be limited to the U.S. Nuclear Regulatory Commission occupied spaces in the following Regional and Technical Training Center buildings:

1. U.S. NRC Region II  
Marquis One Tower  
245 Peachtree Center Avenue, NE, Suite 1200  
Atlanta, GA 30303
2. U.S. NRC Region III  
2443 Warrenville Road, Suite 210  
Lisle, IL 60532-4352
3. U.S. Nuclear Regulatory Commission  
Technical Training Center  
Osborne Office Center  
5746 Marlin Road, Suite 200  
Chattanooga, TN 37411-5877

**FY 2012 NRC-FOH Interagency Agreement A113837 SOW**

FOH shall provide a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH) to complete the following steps during this project:

1. Conduct a general safety inspection of the NRC occupied areas that will consist of a general walkthrough of the building, noting any egress issues, fire exits blocked, inspections of fire extinguishers, violations under NFPA 101 life safety code, and any other safety issues. FOH will be addressing the common areas of each facility, and the scope of this inspection will not include the inspection of each cubicle separately.
2. Perform an IAQ spot check of one randomly selected office at each facility, which shall include measurements of Carbon Monoxide (CO), Carbon Dioxide (CO<sub>2</sub>), temperature and relative humidity for comparison to recognized Indoor Air Quality (IAQ) guidelines. FOH shall also verify supply/return airflow within the office.
3. Collect sound level measurements utilizing a sound level meter to identify areas with elevated noise levels and recommend whether a detailed occupational noise exposure evaluation is needed.
4. Perform a review of the written Hazard Communication Plan at each facility and a spot check of the associated chemical inventory and Material Safety Data Sheets (MSDS).
5. Review the location's Occupant Emergency Plan.
6. Collect up to three (3) first draw and up to three (3) second draw (30 seconds after the first) lead-in-water sample from a water fountain or sink used for drinking water from each building.

The final deliverable for this project shall be a concise written summary report for each building. Written reports for each building shall list sample results, findings, applicable and correct references and/or standards, and recommended corrective actions. The report shall be delivered within 30 days after final receipt of all laboratory analyses.

**NRC Task Area #2 = Pre- Occupancy Inspections**

The scope of this project shall be limited to the U.S. Nuclear Regulatory Commission occupied spaces in the following headquarters buildings:

1. Warehouse  
5008 Boiling Brook Parkway  
Rockville, MD 20852  
Approximately 49,000 square feet

The scope of this project shall be limited to the U.S. Nuclear Regulatory Commission occupied spaces in the following Regional buildings:

FY 2012 NRC-FOH Interagency Agreement A113837 SOW

1. U.S. NRC Region I  
2100 Renaissance Boulevard  
King of Prussia, PA 19406  
Approximately 80,000 square feet
2. U.S. NRC Region II  
1600 East Lamar Boulevard  
Arlington, TX 76011  
Approximately 81,592 square feet

FOH shall provide a Certified Industrial Hygienist (CIH), or qualified Industrial Hygienist, a Certified Safety Professional (CSP), or a combination of both to complete the following steps during this project:

1. Conduct a general safety inspection of the NRC areas that will consist of a general walkthrough of the building noting any egress issues, fire exits blocked, inspections of fire extinguishers, violations under NFPA 101 life safety code, and any other safety issues.
2. Perform a walkthrough of the facility to identify and assess potential IAQ concerns; including water intrusion, dust accumulations, housekeeping, chemical use, tenant operations, as well as potential pollutant pathways/sources - indoors and outdoors, etc.
3. Baseline IAQ measurements, which shall include measurements of Carbon Monoxide (CO), Carbon Dioxide (CO<sub>2</sub>), temperature, and relative humidity at representative locations within the facility in the morning and afternoon for comparison to recognized IAQ guidelines. Collect outdoor measurements for comparison purposes. FOH shall also verify supply/return airflow within the location.
4. Representative indoor air-monitoring to identify and evaluate the following possible contaminants:
  - a. Total Volatile Organic Compounds (VOCs): eight indoor sampling sites and one outdoors (top VOC peaks identified) with one blank sample.
  - b. Formaldehyde: eight indoor sampling sites and one outdoors with one blank sample.
5. Collect up to three (3) first draw and up to three (3) second draw (30 seconds after the first) lead-in-water sample from a water fountain or sink used for drinking water from each building.
6. Perform Mold/Bacteria survey if warranted.

A more detailed scope of work (SOW) will be developed based upon the area to be reviewed and submitted to the NRC prior to FOH performing the pre-occupancy inspections.

FY 2012 NRC-FOH Interagency Agreement A113837 SOW

The final deliverables for this project will be a concise written report that provides a summary of the pre-occupancy survey findings with correct and applicable references and/or standards, recommended corrective actions, and all sampling analytical results. The final report shall be provided within 30 days of final receipt of all laboratory analyses.

**NRC Task Area #3 = Program Development**

**Items 3.1-3.4 - Bloodborne Pathogens Program**

The scope of this service shall be the following, broken into three (3) phases:

**Phase 1:**

Review of an NRC Law Enforcement Personnel Bloodborne Pathogen (BBP) Exposure Control Plan (ECP) and the preparation of a refresher bloodborne pathogens training for NRC Law Enforcement personnel.

**Phase 2:**

Review of an NRC First Aid Responder BBP Exposure Control Plan (ECP) and the preparation of an initial bloodborne pathogens training for NRC first aid responder personnel.

Both phases will be conducted according to the requirements of Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.1030, *Bloodborne Pathogens*, and NRC policy. The scope of this project shall be limited to the development and delivery of both phases stated above and all associated documents.

FOH shall provide a qualified safety and occupational health professional to provide the following deliverables:

1. Review of an NRC Law Enforcement BBP Exposure Control Plan (ECP) and all associated handouts.
2. Development of a refresher BBP Training PowerPoint for NRC Law Enforcement personnel and all associated handouts. Provide two (2) BBP training sessions to Law Enforcement personnel.
3. Review of an NRC First Aid Responders BBP ECP for NRC first aid responder personnel and all associated handouts.
4. Development an initial BBP Training PowerPoint for NRC first aid responder personnel and all associated handouts.

FOH shall provide the above services in accordance with NRC policy and OSHA Standard 29 CFR 1910.1030, *Bloodborne Pathogens*, and any other associated regulations or appendices.

FY 2012 NRC-FOH Interagency Agreement A113837 SOW

**Phase 3:**

Maintenance of the existing NRC BBP program and delivery of BBP training sessions. Each section will be conducted according to the requirements of OSHA Standard 29 CFR 1910.1030, *Bloodborne Pathogens*, and NRC policy. The scope of this project shall be limited to the maintenance and delivery of the two sub-phases stated above and all associated documents.

FOH shall provide a qualified safety and occupational health professional to provide the following deliverables:

- a. Program Management of an NRC Bloodborne Pathogens Program.
- b. BBP Health Education Training sessions for the established program.

FOH shall provide the above services in accordance with NRC policy and OSHA Standard 29 CFR 1910.1030, *Bloodborne Pathogens*, and any other associated regulations or appendices.

**Items 3.5-3.7 = Hearing Conservation Program**

Development of an NRC Hearing Conservation Program and the preparation of initial Hearing Conservation training.

Each section will be conducted according to the requirements of OSHA Standard 29 CFR 1910.95, *Occupational Noise Exposure*, and NRC policy. The scope of this project shall be limited to the development and delivery of both sections stated above and all associated documents.

FOH shall provide a qualified safety and occupational health professional, such as a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), to provide the following deliverables:

1. Development of an NRC Hearing Conservation exposure control program and all associated handouts.
2. Development and an initial Hearing Conservation Training PowerPoint for NRC and all associated handouts.
3. Program Management of an NRC Hearing Conservation Program.

FOH shall provide the above services in accordance with NRC policy and OSHA Standard 29 CFR 1910.95, *Hearing Conservation*, and any other associated regulations or appendices.

**Items 3.8-3.10 = Respiratory Protection Program**

Development of an NRC Respiratory Protection Program and the preparation of initial respiratory protection training.

Each section will be conducted according to the requirements of OSHA Standard 29 CFR 1910.134, *Respiratory Protection*, and NRC policy. The scope of this project shall be limited to the development and delivery of both sections stated above and all associated documents.

FOH shall provide a qualified safety and occupational health professional, such as a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), to provide the following deliverables:

1. Development of an NRC Respiratory Protection exposure control program and all associated handouts.
2. Development of an initial Respiratory Protection Training PowerPoint for NRC and all associated handouts.
3. Program Management of an NRC Respiratory Protection Program.

FOH shall provide the above services in accordance with NRC policy and OSHA Standard 29 CFR 1910.134, *Respiratory Protection*, and any other associated regulations or appendices.

**Items 3.11-3.13 = Hazard Communication Program**

Development of an NRC Hazard Communication Program and the preparation of initial hazard communication training.

Each section will be conducted according to the requirements of OSHA Standard 29 CFR 1910.1200, *Hazard Communication*, and NRC policy. The scope of this project shall be limited to the development and delivery of both sections stated above and all associated documents.

FOH shall provide a qualified safety and occupational health professional such as a Certified Safety Professional (CSP) or Certified Industrial Hygienist (CIH), to provide the following deliverables:

1. Development of an NRC Hazard Communication Written program and all associated handouts.
2. Development of an initial Hazard Communication Training PowerPoint for NRC and all associated handouts.
3. Program Management of an NRC Hazard Communication Program.

**FY 2012 NRC-FOH Interagency Agreement A113837 SOW**

FOH shall provide the above services in accordance with NRC policy and OSHA Standard 29 CFR 1910.1200, Hazard Communication, and any other associated regulations or appendices.

**NRC Task Area #4 = NRC Emergency Response for Indoor Air Quality Evaluation**

The scope of this project shall be limited to NRC-occupied spaces.

FOH shall provide a qualified Industrial Hygienist or Certified Industrial Hygienist (CIH) to complete the assigned surveys.

The steps that shall be completed during this project include:

1. Conduct a walkthrough of the complaint area to assess any potential Indoor Air Quality (IAQ) issues. Document IAQ concerns, including water intrusion, dust accumulations, housekeeping, potential pollutant pathways/sources, etc.
2. Examine for water intrusion and assess any potential IAQ issues.
3. Collect baseline IAQ measurements (temperature, relative humidity, Carbon Monoxide (CO), and Carbon Dioxide (CO<sub>2</sub>) for comparison to recognized IAQ guidelines. Collect outdoor measurements for comparison.
4. Inspect air handler(s) that supply air to the complaint space(s).
5. Collect the appropriate number and type of samples based on the employee complaints.
6. Perform a follow-up inspection or sampling if required.

A more detailed scope of work (SOW) will be developed based upon the worksite location and complaints and submitted to NRC prior to FOH performing the IAQ assessments.

The final deliverable for this project shall be concise, written summary reports listing IAQ survey findings, sample analyses, correct and applicable references and/or standards, and recommended corrective actions. The final deliverables shall be provided within 30 days of completion of fieldwork and/or laboratory analyses.

**NRC Task Area # 5 = NRC Food Service Inspection Project**

The scope of this project shall be limited to four (4) inspections of the two (2) cafeterias totaling eight (8) inspections on a quarterly basis per fiscal year. These two (2) cafeterias are located at the U.S. Nuclear Regulatory Commission at One White Flint North and Two White Flint North, Rockville, MD.

**FY 2012 NRC-FOH Interagency Agreement A113837 SOW**

FOH shall provide a qualified safety specialist/sanitarian to complete the assigned inspections. All survey work and training efforts will be conducted according to the FOH Protocol using the 2009 FDA Food Code as a guiding principle for Comprehensive Food Service Inspections.

Upon conclusion of each inspection, the FOH personnel who performed the survey shall provide the NRC Point of Contact (listed below) with a verbal briefing of the overall results of the inspection and any specific areas of concern.

The final deliverable for this project shall be a comprehensive HHS FOH-EHS FS-10S food service inspection form with accompanying documentation regarding deficiencies. The final deliverables will be provided to your attention at the end of the inspection.

**NRC Points of Contact**

Patricia Liegey (Primary Contact)  
U.S. Nuclear Regulatory Commission  
11555 Rockville Pike  
Mail Stop: TWB-05-E19M  
Rockville, MD 20852  
Phone: 301-492-3523  
Fax: 301-492-3444  
E-mail: [Patricia.Liegey@nrc.gov](mailto:Patricia.Liegey@nrc.gov)

Jan Dambly (Alternate Contact)  
U.S. Nuclear Regulatory Commission  
11555 Rockville Pike  
Mail Stop: TWB-05-E19M  
Rockville, MD 20852  
Phone: 301-492-3513  
Fax: 301-492-3444  
E-mail: [Jan.Dambly@nrc.gov](mailto:Jan.Dambly@nrc.gov)

**Rates for the FOH Services Provided to NRC under this Agreement**

The attached price schedule provides the labor categories, rates, estimated hours and estimated reimbursable costs to complete the services required for fiscal year 2012. These rates are subject to change each Federal fiscal year, and FOH shall notify NRC in writing of any rate change prior to the new rates becoming effective under this agreement.

**Agreement Period of Performance**

This agreement is effective on the date signed by the authorized officials of both parties (agencies) and shall remain in effect indefinitely unless amended in writing by the participating parties or cancelled by either party upon 60-days written notification.