ENCLOSURE

1

Enclosure 1

[redacted]

Protocols for Occupational Health Nurse Practitioner

I. General Information

A. NP name, address, FTE classification, specialty and advanced practice nurse license number.

[redacted]	0.8 FTE Family Nurse Practitioner [redacted]
[redacted]	PRN Family Nurse Practitioner [redacted]
[redacted]	0.5 FTE Adult Nurse Practitioner [redacted]
[redacted]	PRN Family Nurse Practitioner [redacted]
[redacted]	1 FTE Community Health CNS [redacted]
[redacted]	0.6 FTE [redacted]
[redacted]	PRN Family Nurse Practitioner [redacted]

B. Name, address, SC license number of supervising physicians:

Primary Supervising Physician for [redacted]

Secondary/Alternate Supervising Physician for [redacted]

Primary Supervising Physician for [redacted]

Secondary/Alternate Supervising Physician for [redacted]

C. Type of practice/specialty of physicians: Internal Medicine

D. Practice location where nurses are performing delegated medical acts:

[redacted] business sites in Columbia metropolitan area, SC.

E. Practice location of physician:

[redacted]

F. Description of how consultation with physician is provided:

Direct oral communications, telephone communications, fax communications, and written communications.

G. Description of back-up consultation in the physician's absence:

In the absence of one of the supervising physicians, the other will be available by telephone and answering service.

II. Delegated medical acts

Medical conditions for which treatment may be initiated, continued, or modified are identified in the protocols. Treatments and medications that are to be used are also identified. For medical conditions beyond this scope, referrals will be made to the physician preceptor or appropriate specialist.

Consultation or referral to a physician will occur:

- Whenever situations arise which go beyond the intent of the protocols or the competence, scope of practice, or experience of the nurse practitioner.
- Whenever the patient's condition fails to respond to the management plan within an appropriate time frame, based on the provider's clinical judgment.
- For any uncommon, unfamiliar or unstable patient condition.
- For any patient condition which does not fit the commonly accepted diagnostic pattern for a disease/condition.
- For any significant unexplained physical examination or historical finding or abnormal diagnostic finding.
- Whenever a patient requests.
- For all emergency situations after initial stabilizing care has been initiated.

Nurse Practitioner Care Guidelines & Protocols

1. Plan of Care
   a. Consult with MD in the following situations:
      i. When there is no improvement at 2 weeks from time of injury;
      ii. If patient is not released by 4 weeks and it does not appear the patient will be discharged from care by 6 weeks;
      iii. Any patient that has not been released at 6 weeks;
      iv. Any complicated cases or injuries;
      v. Any difficult or unreasonable patients.
   b. Do not take employees out of work unless they pose a threat by keeping them there; i.e. notable dizziness > fall hazard, etc. Phrase the RTW discussion – "I don't decide whether you can or cannot work, I decide what you can and cannot do and your employer will either accommodate the restrictions or send you home – that is their decision". Almost all employers will accommodate even significant restrictions. It is possible to restrict someone to no driving if they are unable to safely operate a motor vehicle. The employer must provide transportation in that

case to accommodate the restriction but again, that is their decision. When in doubt, ask Medical Director or NP Manager.

c. Never discharge a patient who is still having symptoms; but if the symptoms are resolving, state "Symptoms are resolving. Patient instructed to follow up with HW in (2 weeks, 1 month, etc) ONLY if any symptoms persist or immediately if any symptoms worsen as discussed". This brings closure to the case once that time interval has passed.

2. Documentation &Coding
   a. All HCPs will thoroughly document the encounter in Systoc and code appropriately.
   b. Include a brief description of mechanism of injury on the initial office note.
   c. Always document vital sign rechecks if the Pulse >100 and/or BP is >160/90 and f/u with PCP for tx if Tachycardia or BP elevation persist on 2 or more OVs.
   d. Always provide the following statement at the end of every note: ***Patient instructed to follow up with [redacted] in ___ week or immediately for any worsening of symptoms as discussed" (or any signs or symptoms of infection as discussed – if the injury is a laceration, etc)***. It goes without saying that every patient should be verbally told this as well. Make it a habit by saying "I want to see you back in one week but if anything gets worse, I want you to come in to see me immediately". This is why the "**as discussed**" is added to the follow-up instruction statement in the note and form.
   e. Provider notes should be completed the day of service; ideally before the patient leaves so that the discharge form can be completed.

3. Chart Review
   a. Supervising physician will review NP charts periodically and provide feedback. Issues that will be closely looked at are:
      i. Detailed history with all appropriate questions asked/documented based on nature of injury as well as a brief description of mechanism of injury on the initial office note.
      ii. Are drug allergies, pregnancy and contraindications to NSAIDS documented
      iii. Are vital signs documented
         1. if abnormal – Pulse >100 and/or BP is >160/90, were they repeated
         2. if repeat VS abnormal, were they addressed in the note i.e. follow up with PCP for BP recheck and treatment if indicated
      iv. Was the exam appropriate for the body part injured
      v. Was the diagnosis correct and treatment plan reasonable
      vi. Were imaging studies reasonable
      vii. Was the follow-up timing i.e. 1 week, etc appropriate
      viii. If referral to specialist made, was the referral appropriate
      ix. Were good follow-up instructions provided including "or follow up with HW immediately for any worsening of symptoms as discussed" documented in the note

x. Are the restrictions appropriate

4. NPs who provide disease management will follow the PALMETTO HEALTH DISEASE MANAGEMENT PROTOCOL.

5. Protocol References:
   1. Snider, R. (2005). *Essentials of Musculoskeletal Care*. Rosemont, Illinois: American Academy of Orthopedic Surgeons.
   2. For DOT exams: http://nrcme.fmcsa.dot.gov/mehandbook/MEhandbook.aspx.
   3. UpToDate Online
   4. ACOEM *Occupational Medicine Practice Guidelines.* Online.
   6. Additional written protocols on electrical injuries and eye injuries.
   7. Those nurse practitioners with authorization to prescribe controlled substances (DEA), may prescribe the following drugs from schedules 3, 3N, 4 and 5:

Ambien 5 or 10 mg by mouth immediately before bed. For no longer than one week without consultation with physician.

Butalbital 50 mg in combination with caffeine and/or acetaminophen, 1 or 2 every 4 to 6 hours as needed for tension headache. No more than 6 doses per 24 hours. For no longer than two weeks without consultation with physician.

Diazepam (5 mg), 1 to 2 by mouth every 8 hours as needed for severe muscle spasm for 48 hours. Dispense no more than 6 doses. Prescription will not be refilled or renewed. May also be prescribed for pre-MRI sedation, 1 by mouth 2 hours before MRI, with another 5 mg 30 minutes before MRI if needed. Must have driver.

Lortab 5/500 or Vicodin 5/500 (or current approved acetaminophen content), 1 or 2 by mouth every 4 – 6 hours as needed for moderate to moderately severe pain. For no longer than one week without consultation with physician.

Tylenol #3, 1 or 2 every 4 hours as needed for mild to moderate pain. For no longer than one week without consultation with physician.

III. Pertinent Dates

A. Date Protocols developed: February 24, 2003

B. Date Protocols revised: March 5, 2014

IV. Signatures and Dates

Supervising Physicians:	Date
[redacted]	3/12/14
	3/19/14
	3/13/14
3/26/14	

Nurse Practitioners:

[redacted]	3-5-14
	3-6-14
	3-6-14
	3-7-14
	3-11-14
	03-31-14

ENCLOSURE

2

Enclosure 2

South Carolina Nurse Practice Act

Title 40 - Professions and Occupations

CHAPTER 33.

NURSES

ARTICLE 1.

NURSE PRACTICE ACT
Excerpts, (accessed 4/30/14)

SECTION 40-33-20. Definitions.

(5) "Advanced Practice Registered Nurse" or " APRN" means a registered nurse who is prepared for an advanced practice registered nursing role by virtue of additional knowledge and skills gained through an advanced formal education program of nursing in a specialty area that is approved by the board. The categories of APRN are nurse practitioner, certified nurse-midwife, clinical nurse specialist, and certified registered nurse anesthetist. An advanced practice registered nurse shall hold a doctorate, a post-nursing master's certificate, or a minimum of a master's degree that includes advanced education composed of didactic and supervised clinical practice in a specific area of advanced practice registered nursing. In addition to those activities considered the practice of registered nursing, an APRN may perform delegated medical acts.

(23) "Delegated medical acts" means additional acts delegated by a physician or dentist to the NP, CNM, or CNS and may include formulating a medical diagnosis and initiating, continuing, and modifying therapies, including prescribing drug therapy, under approved written protocols as provided in Section 40-33-34. Delegated medical acts must be agreed to jointly by both the Board of Nursing and the Board of Medical Examiners. Delegated medical acts must be performed under the general supervision of a physician or dentist who must be readily available for consultation.

SECTION 40-33-34. Performance of delegated medical acts; qualifications; protocols; prescriptive authorization; anesthesia care.

(A) An advanced practice registered nurse applicant shall furnish evidence satisfactory to the board that the applicant:

(1) has met all qualifications for licensure as a registered nurse; and

(2) holds current specialty certification by a board-approved credentialing organization. New graduates shall provide evidence of certification within one year of program completion; however, psychiatric clinical nurse specialists shall provide evidence of certification within two years of program completion; and

(3) has earned a master's degree from an accredited college or university, except for those applicants who:

(a) provide documentation as requested by the board that the applicant was graduated from an advanced, organized formal education program appropriate to the practice and acceptable to the board before December 31, 1994; or

(b) graduated before December 31, 2003, from an advanced, organized formal education program for nurse anesthetists accredited by the national accrediting organization of that specialty. CRNA's who graduate after December 31, 2003, must graduate with a master's degree from a formal CRNA education program for nurse anesthetists accredited by the national accreditation organization of the CRNA specialty. An advanced practice registered nurse must achieve and maintain national certification, as recognized by the board, in an advanced practice registered nursing specialty;

(4) has paid the board all applicable fees; and

5) has declared specialty area of nursing practice and the specialty title to be used must be the title which is granted by the board-approved credentialing organization or the title of the specialty area of nursing practice in which the nurse has received advanced educational preparation.

(B) An APRN is subject, at all times, to the scope and standards of practice established by the board-approved credentialing organization representing the specialty area of practice and shall function within the scope of practice of this chapter and must not be in violation of Chapter 47.

(C)(1) A licensed nurse practitioner, certified nurse-midwife, or clinical nurse specialist must provide evidence of approved written protocols, as provided in this section. A licensed NP, CNM, or CNS performing delegated medical acts must do so under the general supervision of a licensed physician or dentist who must be readily available for consultation.

(2) When application is made for more than three NP's, CNM's, or CNS's to practice with one physician or when a NP, CNM, or CNS is performing delegated medical acts in a practice site greater than forty-five miles from the supervising physician, the Board of Nursing and Board of Medical Examiners shall each review the application to determine if adequate supervision exists.

(D)(1) Delegated medical acts performed by a nurse practitioner, certified nurse-midwife, or clinical nurse specialist must be performed pursuant to an approved written protocol between the nurse and the physician and must include, but is not limited to:

(a) this general information:

(i) name, address, and South Carolina license number of the nurse;

(ii) name, address, and South Carolina license number of the physician;

(iii) nature of practice and practice locations of the nurse and physician;

(iv) date the protocol was developed and dates the protocol was reviewed and amended;

(v) description of how consultation with the physician is provided and provision for backup consultation in the physician's absence;

b) this information for delegated medical acts:

(i) the medical conditions for which therapies may be initiated, continued, or modified;

(ii) the treatments that may be initiated, continued, or modified;

(iii) the drug therapies that may be prescribed;

(iv) situations that require direct evaluation by or referral to the physician.

(2) The original protocol and any amendments to the protocol must be reviewed at least annually, dated and signed by the nurse and physician, and made available to the board for review within seventy-two hours of request. Failure to produce protocols upon request of the board is considered misconduct and subjects the licensee to disciplinary action. A random audit of approved written protocols must be conducted by the board at least biennially.

(3) Licensees who change practice settings or physicians shall notify the board of the change within fifteen business days and provide verification of approved written protocols. NP's, CNM's, and CNS's who discontinue their practice shall notify the board within fifteen business days.

(E)(1) A NP, CNM, or CNS who applies for prescriptive authority:

(a) must be licensed by the board as a nurse practitioner, certified nurse- midwife, or clinical nurse specialist;

(b) shall submit a completed application on a form provided by the board;

(c) shall submit the required fee;

(d) shall provide evidence of completion of forty-five contact hours of education in pharmacotherapeutics acceptable to the board, within two years before application or shall provide evidence of prescriptive authority in another state meeting twenty hours in pharmacotherapeutics acceptable to the board, within two years before application;

(e) shall provide at least fifteen hours of education in controlled substances acceptable to the board as part of the twenty hours required for prescriptive authority if the NP, CNM, or CNS has equivalent controlled substance prescribing authority in another state;

(f) shall provide at least fifteen hours of education in controlled substances acceptable to the board as part of the forty-five contact hours required for prescriptive authority if the NP, CNM, or CNS initially is applying to prescribe in Schedules III through V controlled substances.

(2) The board shall issue an identification number to the NP, CNM, or CNS authorized to prescribe medications. Authorization for prescriptive authority is valid for two years unless terminated by the board for cause. Initial authorization expires concurrent with the expiration of the Advanced Practice Registered Nurse license.

(3) Authorization for prescriptive authority must be renewed after the applicant meets requirements for renewal and provides documentation of twenty hours acceptable to the board of continuing education contact hours every two years in pharmacotherapeutics. For a NP, CNM, or CNS with controlled substance prescriptive authority, two of the twenty hours must be related to prescribing controlled substances.

(F)(1) Authorized prescriptions by a nurse practitioner, certified nurse-midwife, or clinical nurse specialist with prescriptive authority:

(a) must comply with all applicable state and federal laws;

(b) is limited to drugs and devices utilized to treat common well-defined medical problems within the specialty field of the nurse practitioner or clinical nurse specialist, as authorized by the physician and listed in the approved written protocols. The Board of Nursing, Board of Medical Examiners, and Board of Pharmacy jointly shall establish a listing of classifications of drugs that may be authorized by physicians and listed in approved written protocols;

(c) do not include prescriptions for Schedule II controlled substances; however, Schedules III through V controlled substances may be prescribed if listed in the approved written protocol and as authorized by Section 44-53-300;

(d) must be signed by the NP, CNM, or CNS with the prescriber's identification number assigned by the board and all prescribing numbers required by law. The prescription form must include the name, address, and phone number of the NP, CNM, or CNS and physician and must comply with the provisions of Section 39-24-40. A prescription must designate a specific number of refills and may not include a nonspecific refill indication;

(e) must be documented in the patient record of the practice and must be available for review and audit purposes.

(2) A NP, CNM, or CNS who holds prescriptive authority may request, receive, and sign for professional samples, except for

controlled substances in Schedule II, and may distribute professional samples to patients as listed in the approved written protocol, subject to federal and state regulations.

(G) Prescriptive authorization may be terminated by the board if a NP, CNM, or CNS with prescriptive authority has:

(1) not maintained certification in the specialty field;

(2) failed to meet the education requirements for pharmacotherapeutics;

(3) prescribed outside the scope of the approved written protocols;

(4) violated a provision of Section 40-33-110; or

(5) violated any state or federal law or regulations applicable to prescriptions.

ENCLOSURE

3

Enclosure 3

Correspondence Address:
WESTINGHOUSE ELECTRIC CO. LLC
5801 Bluff Road
Hopkins, SC 29061
ATTENTION: SUPPLY MANAGEMENT

Unless noted, invoice:
WESTINGHOUSE ELECTRIC CO.
PO BOX 3700
PITTSBURGH, PA 15230

Change to Purchase order

PO number/PO date 4500602584 Apr 23 2013
Page 1 of 7

Revised: Apr 23 2014 **CN** 2

Buyer contact/Telephone

[redacted]

Our supp#: [redacted]

Validity start: Apr 01 2013
Validity end: Mar 31 2015

Please deliver to:
Westinghouse Electric Company
Columbia Location
5801 Bluff Rd.
Hopkins SC 29061

Deliv. Terms: FOB ORIGIN, PREPAY, ADD
Payment Terms: Standard - 35 days from Invoice Date Currency: USD
E-mail: [redacted]

CHANGE NOTICE #1 IS ISSUED TO EXTEND THE VALIDITY DATE THROUGH MARCH 31, 2015 AND ADD "NURSE PRACTITIONER LICENSE AGREEMENT" LANGUAGE TO THE LINE ITEM TEXT. ALL OTHER REQUIREMENTS REMAIN THE SAME. TH 4/23/2014
*** Text changed ***
We require your acknowledgment for the following items:

Item	Material Order qty.	Unit	Rv	Description Price per unit	Net value
1				PROVIDE MEDICAL SERVICES	
	1.000	JOBS		[redacted]	[redacted]

THIS PURCHASE ORDER CANCELS AND SUPERSEDES
PURCHASE ORDER 4500434873.

EFFECTIVE 04/01/2013 THROUGH 3/31/2015.

Westinghouse is seeking a high quality and cost effective Occupational Health Service partner that meets or exceeds the needs of our employees and contractors. Service will be located

Item	Material	Rv	Description		
	Order qty.	Unit		Price per unit	Net value

at the Westinghouse Fuel Fabrication Facility in Columbia, South Carolina.

The scope of work will include but is not be limited to the following items:

1.0 Medical Coverage

The core hours of operation are as follows:

" 1st Shift 7 a.m. - 3:00 p.m.
" 2nd shift 3:00 p.m. - 11:00 p.m.
" 3rd shift 11:00 p.m. - 7:00 a.m.

Staff coverage

" 1st Shift Occupational Health RN (40 hours)
" 1st shift - 1 PT - 20 hours
" 2nd shift - 1 FT - 40 hours
" 3rd shift - 1 PT - 24 hours
" 3rd shift - 1 FT - 40 hours

Westinghouse observes the following holidays each year. Each November, Westinghouse will provide Supplier with the upcoming year's Holiday Schedule.

" Good Friday
" Memorial Day
" Fourth of July
" Labor Day
" Thanksgiving Day
" Day After Thanksgiving
" Christmas Eve
" Christmas Day
" New Year's Day

NURSE PRACTIONER LICENSE AMENDMENT
A current regulation states that a licensee shall implement and maintain a respiratory protection program where a physician determines that the individual user is medically fit to use respiratory protection equipment:
o before the initial fitting of a face sealing respirator

Item	Material	Rv	Description		
	Order qty.	Unit		Price per unit	Net value

o before the first field use of non-face sealing respirators
o either every 12 months thereafter, or periodically at a frequency determined by a Physician

Westinghouse is seeking an exemption from this requirement. The following summarizes some of the expectations that need to be satisfied for Westinghouse, Columbia to apply for a license amendment to allow the exemption. This is not inclusive of what other criteria may be required in future discussions with regulators.

1.Physician has to be involved providing oversight by establishing the elements necessary for an effective program that would determine whether an individual user is medically fit to use respiratory equipment. These elements shall be documented and signed by a physician. This document shall be available to Westinghouse.
2.The physician must oversee the respiratory medical evaluations and be available to the facility where medical evaluations are performed. Initial oversight may begin with a frequency of once or twice a week and as the program is established may be reduced to once or twice a month as determined by the physician.
3.The physician shall be available to the staff implementing the medical evaluations.
4.The registered nursing staff must be trained to perform medical evaluations and have authority to restrict persons from using respiratory equipment with a physician verifying or removing any restrictions placed on personnel. Documentation of this training shall be available to Westinghouse. Registered nurse qualifications shall be available to the Westinghouse Licensing Staff as requested.
Documentation showing how this is satisfied may be required to include with our proposed license amendment.
In summary, the regulators expect to see a commitment to have a physician oversee the respiratory protection medical evaluations with a stated minimum physical presence at the facility where medical evaluations are performed. The physician shall be available, as appropriate, to the licensee staff implementing the medical evaluations. The Staff expects to have assurance that the nursing staff will be trained; that they have the authority to, at least temporarily, restrict a person from using respiratory protection equipment based on their judgment; and that the

Change to Purchase order

[redacted]

PO number/PO date 4500602584 Apr 23 2013

Item	Material / Order qty.	Unit	Rv Description / Price per unit	Net value

overseeing physician will be responsible for verifying or removing any restrictions placed on personnel.

ITEM/SERVICE IS NON NUCLEAR SAFETY 10CFR21 DOES NOT APPLY

ENVIRONMENTAL POLICY FOR WESTINGHOUSE COLUMBIA PLANT

THIS POLICY COVERS THE ACTIVITIES WITHIN THE SITE BOUNDARY OF COLUMBIA FUEL FABRICATION FACILITY (CFFF).

IT IS CFFF'S POLICY TO PRODUCE, MARKET AND DISTRIBUTE OUR PRODUCTS AND SERVICES AND TO CONDUCT OUR OPERATIONS IN AN ENVIRONMENTALLY SOUND, SOCIALLY RESPONSIBLE MANNER. OUR GUIDING VISION IS TO ACHIEVE AND MAINTAIN EXCELLENCE IN ENVIRONMENTAL MANAGEMENT THROUGH CONTINUAL IMPROVEMENT, TO MINIMIZE RESOURCE CONSUMPTION, AND SUPPORT ENERGY SECURITY AND ENVIRONMENTAL SUSTAINABILITY ON A GLOBAL LEVEL, SO THAT THE COLUMBIA SITE IS RECOGNIZED AS A RESPONSIBLE CITIZEN OF THE WORLD.

TO CARRY OUT OUR VISION, WE WILL:
- -COMPLY WITH APPLICABLE ENVIRONMENTAL LEGAL REQUIREMENTS, INDUSTRY GUIDELINES WE HAVE ENDORSED AND OUR OWN STANDARDS CONCERNING THE ENVIRONMENT
- -ASSESS THE ENVIRONMENTAL ASPECTS OF OUR BUSINESS ACTIVITIES, PRODUCTS AND SERVICES, AND ESTABLISH AND MAINTAIN MEANINGFUL ENVIRONMENTAL OBJECTIVES AND TARGETS WITH RESPECT TO THE REDUCTION OF ENVIRONMENTAL IMPACTS AND PREVENTION OF POLLUTION
- -INCORPORATE SOUND ENVIRONMENTAL PRACTICES IN OUR BUSINESS DECISIONS
- -COMMUNICATE OUR ENVIRONMENTAL ACTIVITIES TO STAKEHOLDERS WITH INTEGRITY AND TRANSPARENCY.

THE ENVIRONMENTAL POLICY IS AVAILABLE TO THE PUBLIC UPON REQUEST.

*** Delivery date changed ***
*** Text changed ***

Total net value excl. tax USD [redacted]

ARTICLE 21.

Insurance and Indemnity

Seller shall defend, indemnify and hold harmless Buyer and its officers, agents, employees, successors and assigns from and against any and all liabilities, damages, costs, losses, claims, demands, actions, and expenses (including reasonable attorney fees) arising out of the Work and resulting from the death of or injury to any person or damage to any property, except to the extent caused by the negligence or willful misconduct of Buyer.

Seller shall, during the performance of Work and the warranty period therefore, maintain insurance of the types and minimum amounts set forth below. Maintenance of insurance shall not limit Seller's liability for loss or damage in excess of policy limits or outside of policy coverage.

Type of Coverage	Minimum Amount of Coverage
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted] **shall upon Buyer's request provide a certificate evidencing the required insurance.**

If Appendix A, Additional Insurance Requirements, is attached to this Purchase Order, Seller shall in addition maintain the insurance required therein.

ARTICLE 23.

Asbestos

Except as otherwise authorized by Buyer in writing, all equipment and materials furnished hereunder shall contain zero percent asbestos and Seller by acceptance of this purchase order certifies that such equipment and materials contain zero per cent asbestos. If the equipment or materials do contain asbestos, Seller shall advise Buyer of the asbestos content thereof and obtain Buyer's written approval to deliver the equipment or material. If Buyer authorizes delivery of equipment or materials containing asbestos, Seller shall clearly mark all equipment, materials and containers containing asbestos to indicate that such equipment, materials or container contains asbestos. Unless authorized in writing by Buyer, equipment and materials containing asbestos shall be delivered in sealed containers. **Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, losses, liabilities, fines, expenses, demands and damages arising from the failure to comply with the requirements of this paragraph or from any unauthorized delivery of any equipment, materials or container which contains asbestos.**

ARTICLE 24.

Right To Store And Distribute Documentation

To the extent Seller provides documentation, including but not limited to any information, description, user, technical or operator manual, ("Documentation") related to the Equipment, materials or goods furnished or services provided to Buyer under this Purchase Order, Seller hereby grants to Buyer the right to: (i) store the Documentation provided under this Purchase Order in hardcopy form, or in electronic form in an electronic data management system; and (ii) use, have used and distribute electronic or hard copy versions of the Documentation to Buyer's employees, consultants, or Buyer's customer who have a reasonable need to review and utilize such Documentation, and agree to treat such Documentation in the same manner as Buyer has agreed to treat such Documentation. Seller further agrees that the rights provided hereunder shall also apply to Buyer's customer.

ARTICLE 25.

Notice of Employee Rights Under Federal Labor Laws

Seller incorporates into this Agreement, as applicable, the obligations regarding the notice of employee rights under federal labor laws found at 29 CFR Part 471, Appendix A to Subpart A, and will likewise incorporate those obligations into all applicable subcontracts as required by 29 CFR Part 471.

ARTICLE 26.

Subcontracting and Equal Employment Opportunity

Seller shall not subcontract any portion of the Work without prior written approval of Buyer. Seller agrees, to the extent applicable, to comply with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and the implementing regulationsfor each found at 41 CFR Part 60. Seller incorporates into this Agreement, as applicable, the Equal Opportunity clauses found at 41 CFR § 60-1.4(a), 60-250.5(a), 60-741.5(a), and 60-300.5(a), and will likewise incorporate the clauses into all applicable subcontracts as required by 41 CFR § 60-1.4(d).

ARTICLE 27.

Counterfeit and/or Suspect Work

Counterfeit/Suspect Work ("CSW") refers to goods that may be (1) mis-labeled as to source or quality, (2) falsely labeled as new, (3) fraudulently stamped or identified as having been produced to high or approved standards, (4) an unauthorized copy of a known product within the industry, or (5) materially misrepresented in some way by the supplier. All CSW are presumed to be not in conformance with the requirements of this Purchase Order.

Seller shall implement a program, applicable at all levels of supply, to document the sourcing of all items and components, and to ensure that CSW is not delivered or incorporated into the Work. In this regard, Seller shall only incorporate equipment and components that are sourced from Original Equipment Manufacturers, Original Component Manufacturers, and their respective authorized distributors. Deviations from this general standard must be approved in writing by Buyer.

If Seller becomes aware or suspects that it has furnished CSW, in any form, Seller shall immediately notify Buyer in writing with the pertinent facts and Seller shall immediately: (1) provide OCM/OEM documentation that authenticates the traceability of the items in question and a certificate of conformance evidencing compliance with the requirements of this Purchase Order; or (2) promptly replace the CSW with items acceptable to Buyer at Seller's sole cost and expense. These costs include, but may not be limited to costs of removing CSW, costs of reinserting replacement parts, any testing necessitated by the reinstallation of replacement parts after CSW has been exchanged, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement materials, impoundment and administrative expenses.

If Buyer, at any time, has reasonable cause to believe Seller has furnished CSW, in any form, Buyer shall notify Seller and Seller shall immediately: (1) provide OCM/OEM documentation that authenticates the traceability of the items in question and a certificate of conformance evidencing compliance with the requirements of this Purchase Order; or (2) promptly replace the CSW with items acceptable to Buyer at Seller's sole cost and expense. These costs include, but may not be limited to costs of removing CSW, costs of reinserting replacement parts, any testing necessitated by the reinstallation of replacement parts after CSW has been exchanged, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement materials, impoundment and administrative expenses.

Signed by_____