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Request For Proposal-ADM-92-169
"Medical Review Officer Services"
U.S. Nuclear Regulatory Commission
Division Of Contracts and Property Management
Contract Neg. Br. No. 2; P-1042

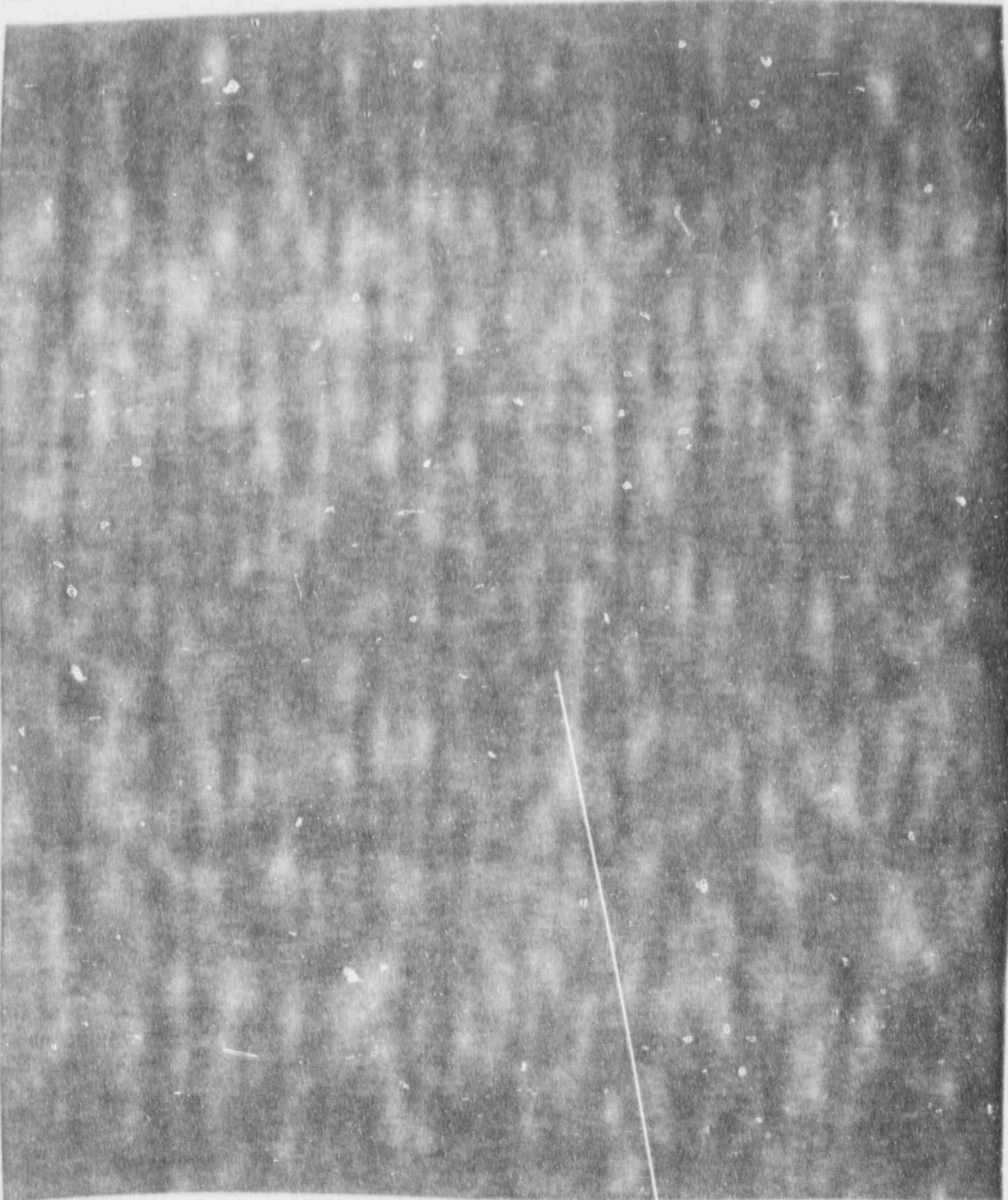
TECHNICAL PROPOSAL

1. During the past sixteen months, I have developed and performed the Medical Review Officer's duties for the Nuclear Regulatory Commission's Workplace Urinalysis Screening Program. I have come to understand fully these duties as described in Mandatory Guidelines for the Federal Workplace Drug Testing Programs (April, 1988) and the Medical Review Officer Manual (Sept. 1988). I have performed the M.R.O. functions in a thorough and responsible fashion and gained a deep understanding of the guidelines and procedures. I have thoroughly and completely performed every phase of the Medical Review Officer duties to protect both the drug-free Federal workplace and those employees who use controlled substances for legitimate, physician-directed, medical treatment.

Because of the economic and moral impact of illegal drug use on national productivity, President Reagan mandated in 1986 that the Federal government undertake an initiative to eliminate illegal drug use from the Federal workplace. The role of the Medical Review Officer in the Federal Drug Testing Program has been developed to insure that the NRC has available continuously a source of professional expert (medical, scientific and technical) review for its policies and directions; also, the MRO will be available to management to answer questions and give advice on personal security matters. The MRO provides a final, professionally competent and independent physician review, interprets positive urinalysis test results, verifies the results and prevents any legitimate medical use of a controlled substance from being interpreted as illegal use. The M.R.O. also monitors the testing laboratories by reviewing the Quality Control (QC) testing results for accuracy and timeliness.

Information in this record was deleted
by a contractor under contract to the NRC
"outside scope"
92-185

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2. The DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" were developed to establish comprehensive standards for all aspects of the collection, handling and verification of laboratory testing of urine samples. The Guidelines, published in final form in April, 1988, established a chain-of-custody procedure which is verified on the Drug Testing Custody and Control Form, which documents the strict collection of the sample, the temperature range of the sample taken within four minutes, and any remarks regarding the collection. The collector's name and date of collection start the chain of custody, the urine sample after being sealed and labeled, is next sent to the testing laboratory where both specimen I.D. numbers and employee Social Security number must match. The condition of the seals and labels is inspected and an accession number is assigned to the specimen.

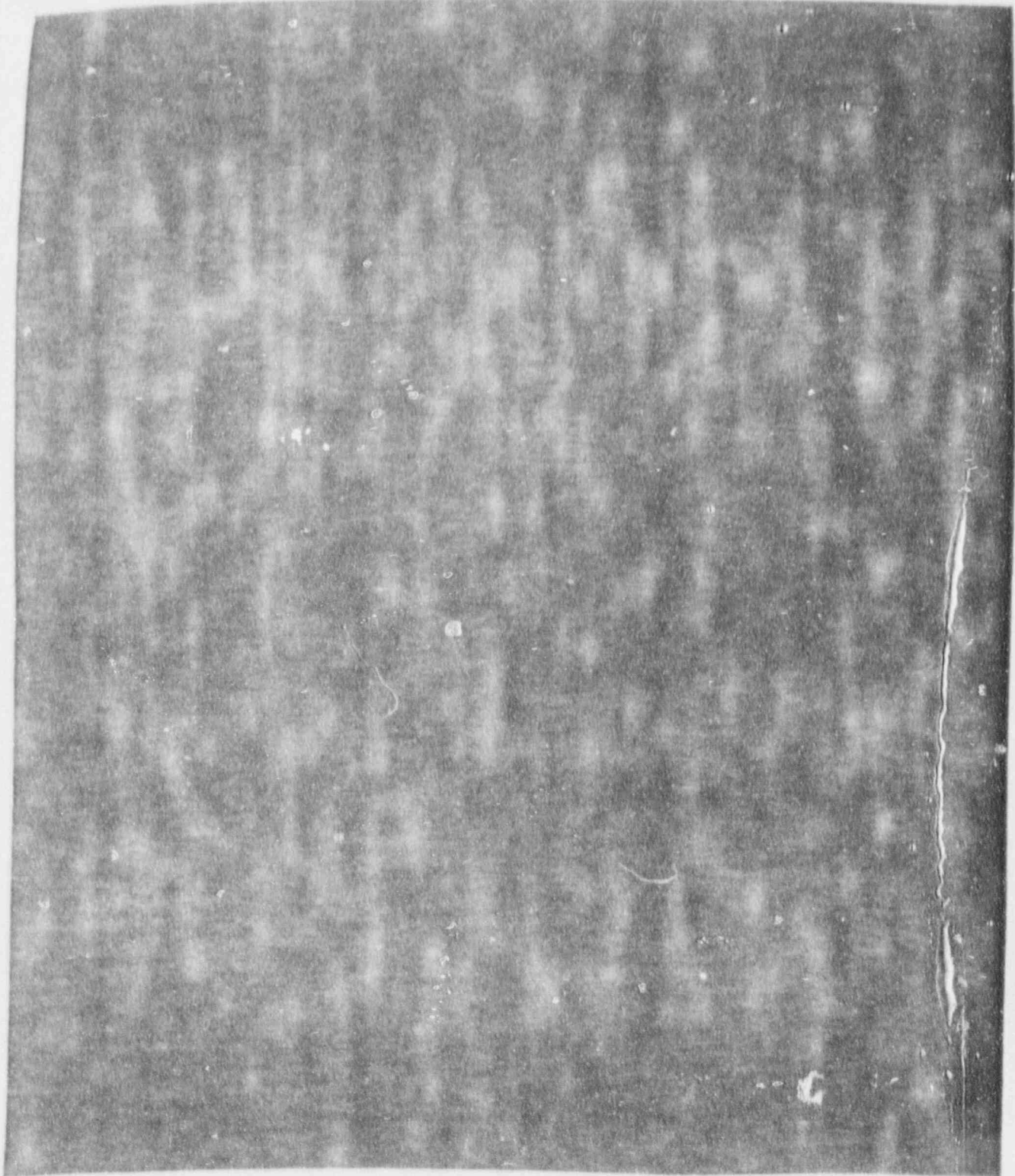
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3. John A. McCormack, M.D. and Gerald M. Levitis, M.D. occupy joint offices at 5652 Shields Drive, Bethesda, Maryland, 20817. Both are licensed as physicians by the State of Maryland. Both Drs. McCormack and Levitis are certified as psychiatrists by the American Board of Psychiatry and Neurology. We both have been certified in Addiction Medicine by examination of the American Society of Addiction Medicine. We are trained and certified in the total assessment and treatment of chemical dependency; we are knowledgeable in how to interpret laboratory assays, in procedures required to verify positive results and under what circumstances both false negative and false positive test results may occur. We are knowledgeable about EMIT screening tests and GC/MS confirmation tests and the limits of reliability and sensitivity of these procedures.



Not infrequently, we encounter both patients and even physicians who are not cognizant that such medications as Tylenol #3 or #4 contain opiates which are reflected in positive urine tests. (More than one employee has reacted with consternation when I enquired specifically about the use of Tylenol #3.) It is crucial that no legitimate or incidental explanation (such as poppy seed consumption) be left unexamined. Employees often forget to list medications they take everyday, and so these have been reviewed by phone and double checked with the toxicologist to ensure no false results have been reported. With the exception of phencyclidine, 6-monoacetylmorphine and heroin, each of the classed of drugs on "the list of five" has limited but definite legitimate medical uses with which we are familiar and about which we specifically enquire.

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5. As mentioned earlier in section 3, both of us (Drs McCormack and Levitt) were selected to serve on the Substance Abuse Roster at [REDACTED]. We routinely admit toxic patients to the detoxification service where we interview, diagnose and treat the various medical and psychological components of drug use and abuse. We have great experience in relating to these people, and dealing with different levels and patterns of use and abuse. We have come to understand the psychological denial that many addicted persons have and how to gently but firmly get treatment histories from them which are compatible with laboratory and physical findings. Unaddressed denial causes problems through rehabilitation and aftercare. Because we have seen rehabilitation work when denial is removed, we have knowledge and optimism about the possibility of recovery for people who do avail themselves of help. We both follow many of these patients for those psychiatric problems which complicate their recovery.

Currently I (John McCormack) serve as Chief Medical Review Officer for the Nuclear Regulatory Commission Workplace Urinalysis Screening Program. I believe I have effectively and competently served that agency as a consultant in substance abuse. As part of my teaching duties at Howard Medical College, I lectured in part on Addiction Disease. As Medical Review Officer, I have consulted extensively and intensively with the NRC staff, their contract laboratories and employees, when indicated. I am an effective communicator to all levels of people, and have learned to deal effectively with union workers, their unions and management, each at their own level, and to understand and respond to the needs of each in a way that is meaningful to these individuals. With the expanded testing program which now includes union workers, this skill will be invaluable in the smooth operation of this potentially adversarial program. I serve as a consultant to the Montgomery County Adult Protection Services Agency, where I interview clients for alcoholism and medication abuse among other evaluations. I also review treatment plans for this agency, to ensure proper use of psychotropic medications and I am available to testify in court, if needed, on these issues. I regularly participate in the Quality Assurance and staff training programs at [REDACTED] M.D. These involve discussions, articles and lectures about all aspects of abuse and detection. I also give lectures to lay and professional groups about the identification of drug and medication abuse and overdosing. Through my work with the [REDACTED] patients, I have contact with EAP and supervisory personnel from various government agencies and private employers where I answer questions, help diagnose and arrange treatment interventions for their employees. Most recently I was asked to serve as chairperson of the Impaired Physician Committee at [REDACTED] to be responsible for developing

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evaluation and treatment criteria for substance-abusing physicians. This involves working with hospital, county and state levels programs to ensure protection of the community and assure help for those physicians willing to accept help. In this role, as in my MRO role, I am primarily responsible for valid diagnosis and reporting and only secondary for the care of the individual under examination.

Dr. Levitis has extensive experience in both individual and group counselling. He is currently the chairperson of the Group Therapy Program at [REDACTED]. Dr. Levitis has taught for many years as Clinical Assistant Professor in the Department of Psychiatry of Georgetown University Medical School, where substance abuse has been a frequent topic. He also is a consultant to the Montgomery County Adult Assessment Center, where he regularly evaluates patients for drug and medication utilization and consults regularly with the staff. He is Board Certified in Psychiatry and has passed the American Society of Addictive Medicine Certification Examination. Dr. Levitis serves as Medical Review Officer for the NRC Workplace Urinalysis Screening Program in my absence, and consults with me regarding technical and clinical matters.

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6. Our joint offices are located at:
5652 Shields Drive
Bethesda, Maryland. 20817

We are located near downtown Bethesda and very near the offices of the NRC Security Division which has overall responsibilities for the Drug Testing Program. On occasions when immediate exchange of hard copies of material has been required this has been easy to accomplish.

Our offices are located in a 1000 square foot townhouse with only one floor, the construction is cinder block and brick. The office door fronts a large, free parking lot. The waiting room ends at the reception desk. Three offices (the third occupied by [REDACTED], a child psychiatrist) and the storage area are separated from the public waiting area. We maintain locked filing cabinets, where we store our NRC work and our medical case files. Each of us maintains his other own private files and own private case load. The office is fully computerized with an office PC and fax (secured). We are currently connected to Easylinks Electronic Mail Box which allows the confidential and instantaneous transmission of the laboratory results to our office, allowing us to minimize the turn-around time needed to communicate test results to the NRC staff.

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7. Throughout my professional career as a psychiatrist, I have had extensive experience in counseling, teaching and advising others. For ten years I taught at Howard Medical College, where I lectured and supervised students and residents. I lectured to both the substance abuse and psychiatric staff at [REDACTED]. In both private practice and the Substance Abuse Unit at [REDACTED]

[REDACTED] I follow many patients with addictive diseases each week, monitoring, and counseling them and advising them, their families, their employers and court officials about the progress of their treatment. I am certified by the American Society of Addiction Medicine (ASAM), having successfully passed their examination, demonstrating my knowledge of the addictive disease field. I attend the ASAM annual meeting and the Ruth Fox memorial Lectures, and keep current with the literature in the addiction medicine field.

As an Anchor Group for the Western Montgomery County, MD area, we provide alcohol drug evaluation to [REDACTED] for a cavitated population of 5,000 lives. This provides us with an opportunity to diagnose and oversee the treatment and outcome of different mode of intervention. As with the [REDACTED] Substance Abuse Roster, We are deeply involved in the day-to-day care of patients with addiction disease, interacting with the hospital, industry and their E.A.P. representatives, labor unions and insurance companies.

As part of my duties with [REDACTED] Program, I have recently been named to newly formed Ethics Committee. Our considerations include the ethics of apportionment of funds for different services and treatment programs. This is a different and quite fascinating approach to allocations of treatment services, and adds depth of understanding to my contact with the dilemmas of E.A.P. personal who try to help employees get care they can afford. (For other discussions of my experience, please refer back to items 3 and 5 as well.)

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8.

Key Personnel

I am the chief Medical Review Officer for the Nuclear Regulatory Commission's Workplace Urinalysis Screening Program. Except when I am on vacation, I am responsible for the interpretation of the drug testing results, interpretation and verification of results, promptly and oversee the immediate communication of my findings to HQ ADPC. I am also available for phone and in-person consultations as needed. In my absence, Dr. Levitis usually assumes the duties.

We have only one other consulting contract with the [REDACTED], requiring about ten to fifteen hours per month of consulting and education time from each of us. We have a Capitation Agreement with [REDACTED] to evaluate and oversee the inpatient treatment of substance abuse, psychiatric and dual diagnosis patients for approximately 4,000 plus lives in Montgomery County. This may take 10 to 15 hours per month for the two of us combined. The remainder of my time is spent treating patients both in the office and on the Addiction and Psychiatric Units at [REDACTED].

I have served as the Chief Medical Review Officer for the Nuclear Regulatory Commission for the last sixteen months, and have found this a challenging and rewarding experience. From all reports, our monitoring of collections, testing certification and expert consultations have gone extremely well and completely met the needs and expectation of the N.R.C. staff. Our consultation and answers to technical and procedural questions posed to us by the N.R.C. staff have been thorough and useful. We have been informed. The excellent evaluations we have received reflect positively on the technical procedures and thoroughness with which these functions have been developed and performed by our group. Two physicians have served in the Medical Review Officer capacity; both certified by the American Society of Addictive Medicine and we all spend many hours per week in evaluation and treatment of chemical dependence. We are all familiar with and experience using the system I developed and have set forth in our in-house manual.

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9. There is one secretary in our office who is responsible for all our office functions. She receives the incoming mail and segregates and opens the MRO mail. After the Medical Review Officer reviews the mail and collates and signs off on the review reports, the secretary faxes a copy of the support summary to HQ ADPC and posts the hard copy of the report to N.R.C.. If the daily review indicates that test results forms are missing, she may call our contact person and follow up as directed by the M.R.O. and reports on her findings, which may or may not lead to further follow-up calls. All parts of the procedure are kept under lock and key when she is out of the office, and this is her responsibility as is overseeing the storage of completed reports.

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10.
1. Medical Review Officer (MRO) Functions for the Nuclear Regulatory Commission from June 1990 to present.

2. Consultation to the [REDACTED] for client evaluation and staff consultation. Limits of contract are \$5,000.00 per year for each Drs. Levitis and McCormack.

3. Capitation Agreement with [REDACTED] to provide emergency substance abuse and psychiatric consultation and inpatient care, when indicated, for between four and five thousand lives in [REDACTED] area. This contract requires at most ten hours per month.

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References: Line Item Summary
RFP-ADM-92169

1A. This estimate is based on an average of 10 negative and QC reviews per hour at my usual hourly office fee of \$110.00. This includes collating, reviewing, verifying and reporting results on M.R.O. Certification form; all are stapled together for storage. Actual time spent varies, but great care must be taken to match numbers, verify QC tests, check collections etc. A review can take considerably longer because of typing mistakes on numbers, missing collections or analysis reports.

Reports tend to come in larger groups (50-75 is not unusual) or one or two at a time. This makes allocating time in my practice day difficult. On the average more than one hour per day over the course of a month is spent, including some evening time for heavy load periods, to carefully accomplish all the M.R.O. duties for NRC.

1B. Because of the sensitive nature of these inquiries, plus the inevitable delays encountered in reaching employees, physicians etc., 90 minutes per enquiry may be a bit on the long side, but I try not to rush these and am quite thorough.

1C. While the contract calls for 30hrs. of advice and assistance, if one includes all the time spent consulting on problems cases, missing results etc. considerably more time may actually be spent over the course of a year.

1D. This figure represents current Express Mail Cost.

1E. This estimate is calculated on one eight (8) hour day trip per year (travel time is minimal).

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- 2A. This estimate is 5% about first year costs.
- 2B. This estimate is 5% about first year costs.
- 2C. This estimate is 5% about first year costs.
- 2D. This estimate reflects no increase.
- 2E. This estimate is 5% about first year costs.

- 3A. This estimate is 5% about second year costs.
- 3B. This estimate is 5% about second year costs.
- 3C. This estimate is 5% about second year costs.
- 3D. This estimate reflects no increase.
- 3E. This estimate is 5% about second year costs.

- 4A. This estimate is 5% about third year costs.
- 4B. This estimate is 5% about third year costs.
- 4C. This estimate is 5% about third year costs.
- 4D. This estimate reflects no increase.
- 4E. This estimate is 5% about third year costs.

DIVISION OF CONTRACTS
U.S. NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555

NOTIFICATION OF CONTRACT EXECUTION

CONTRACT NUMBER

NRC-10-92-169

MODIFICATION NUMBER

☒ NEW

☐ MODIFICATION

OTHER (Specify)

CONTRACT BASED ON

AUTHORIZATION NUMBER

ADM-92-169

DATE

June 24, 1991

CONTRACT CHANGES PER THIS ACTION

Award.

EXECUTION DATE

March 14, 1992

TYPE OF CONTRACT

(Delivery Order)
Fixed Price Requirements

PERIOD OF PERFORMANCE

3/14/92 - 3/13/94

PRINCIPAL INVESTIGATOR

John A. McCormack

NRC AUTHORIZED REPRESENTATIVE

Christine F. Secor X24100

CONTRACTOR (Name & Location)

McCormack Levitis Chartered
5652 Shields Drive
Bethesda, MD 20817

PROJECT TITLE

Medical Review Officer Services

FUNDING

B&R NUMBER
240-20-66-25-0

FIN NUMBER
D23752

AMOUNT

NEW NRC FUNDS

\$ 25,065

TOTAL FY ⁹² FUNDING

\$ 25,065

TOTAL NRC OBLIGATIONS

\$ 25,065

GOVERNMENT PROPERTY

ATTACHMENT(S):

CONTRACT DOCUMENT ()

9208190442 11

A/1

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 250)

RATING

PAGE OF PAGES

2. CONTRACT (If from 1984, 1986, 1988, 1990)

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

TRC-10-92-169

March 14, 1992

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5. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Div of Contracts & Property Management
Contract Neg. Branch No. 2; MS P-1042
Washington, DC 20555

6. ADMINISTERED BY (If other than Item 5)

CODE

Contract Administration Branch
Div of Contracts & Property Management
Mail Stop P-902
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, state and ZIP Code)

McCormack Levitis Chartered
5652 Shields Drive
Bethesda, MD 20817

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

N/A

10. SUBMIT INVOICES

(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN

ITEM

See Block 6

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

U.S. Nuclear Regulatory Commission
Office of Administration, Div of Security
MS MNBB-8106 Washington, DC 20555

12. PAYMENT WILL BE MADE BY

CODE

U.S. Nuclear Regulatory Commission
Division of Accounting and Finance, GOV/COM
Accounting Section Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1)

1

☐ 41 U.S.C. 253(c)(1)

1

14. ACCOUNTING AND APPROPRIATION DATA

B&R No. 240-20-66-25-0 FIN No. D23752

APPN No. 31X0200.240 AMT OEL: \$25,065.00

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The U.S. Nuclear Regulatory Commission hereby accepts McCormack Levitis Chartered's technical proposal dated September 30, 1991, as revised February 3, 1992 all of which are incorporated into this Contract by reference, in response to NRC's solicitation RS-ADM-92-169 dated August 29, 1991, as amended September 20, 1991, all of which are attached hereto and made a part of this contract.

This is a Fixed Price Requirements Delivery Order Contract.

15G. TOTAL AMOUNT OF CONTRACT \$ 51,386.50

16. TABLE OF CONTENTS

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you when additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or Print)

John A. McCormack, M.D. President
McCormack Levitis Chartered

20A. NAME OF CONTRACTING OFFICER

Mary H. Mace

19B. NAME OF CONTRACTOR

BY: John A. McCormack mo

19C. DATE SIGNED

March 12, 1992

20B. UNITED STATES OF AMERICA

BY: Mary H. Mace

20C. DATE SIGNED

3-13-92

2. Section B.4, Consideration and Obligation--Delivery Orders (Jun 1988).
The first sentence of Paragraphs a. and b. is hereby completed as follows:

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$51,386.50.

b. The amount presently obligated with respect to this contract is \$25,065.00 which will cover the first year.

ADD Paragraph c. as follows:

c. The total estimated amount for option year one is \$27,644.40. The total estimated amount for option year two is \$29,029.20.

(End of Clause)

3. Section C.1.3, Scope of Work. Under C.1.3.1, delete Tasks 2 and 3 in their entirety and replace with Task 2 and 3 below. Revise Task 4(d) as follows:

Task 2 - Review and certify negative test results.

(a) Examine, review and interpret test results obtained through NRC's Drug Testing Program;

(b) Certify in writing that the results sent to NRC are the results received from the testing laboratory and that the chain of custody forms and laboratory test reports for each negative test contain no discrepancies.

(c) The actual review of negative results and chain of custody forms may be completed by a technician working with the Medical Review Officer, however, the certification must be made by the Medical Review Officer.

Task 3 - Examine positive results and alternate medical explanations for positive results.

(a) Conduct a professional medical interview, if appropriate, with the employee/applicant;

(b) Conduct a review of the employee's/applicant's medical records and history made available by the employee or applicant when a confirmed positive test could have resulted from legally prescribed medication;

- (c) Review other relevant biomedical factors;
- (d) Following guidelines specified in NRC's Drug Testing Plan, direct, if appropriate, the reanalysis of the original or split portion of the sample should such be deemed necessary in light of additional information (e.g., a question has arisen as to the veracity of a positive test result);
- (e) Consult, when necessary, with a forensic toxicologist or individuals with equivalent forensic experience in urine drug testing who shall be made available by the contract laboratory to resolve questions; and
- (f) Consult on a professional basis, as required, with medical or scientific professionals from contract laboratories, other Federal agencies, or suppliers of professional services regarding individual NRC employees or applicants.

Task 4 - Render his/her professional opinion on test results.

- (d) If there is a legitimate medical explanation for the positive test result, the written finding to the HQ ADPC will be that the result is negative, and no further action is required.

4. Section F.3, Duration of Contract Period. The clause is hereby completed as follows:

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE IV (JUN 1988)

The ordering period for this contract shall commence on March 14, 1992 and will expire on March 13, 1994. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two one year periods.

(End of Clause)

5. Paragraph a. of Section G.1, Project Officer Authority is hereby completed as follows:

"G.1 PROJECT OFFICER AUTHORITY (MAR 1987) ALTERNATE I (MAR 1987)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Christine F. Secor

Address: U.S. Nuclear Regulatory Commission
Office of Administration
Division of Security
Mail Stop P-8106
Washington, D.C. 20555
Telephone Number: (301) 492-4100

6. Section G.2 entitled, Remittance Address is hereby deleted in its entirety.

7. Paragraph a. of Section H.1 entitled, Key Personnel, is hereby completed as follows:

H.1 KEY PERSONNEL (JUN 1988)

a. The following individuals are considered to be essential to the successful performance of work hereunder.

Dr. John A. McCormack, Primary Medical Review Officer
Dr. Gerald M. Levitis, Backup Medical Review Officer

9. Paragraph H.4 Contractor Organizational Conflicts of Interest is hereby deleted in its entirety.

All other terms and conditions remain unchanged.

"OFFERORS/BIDDERS PLEASE NOTE:

An (*) means that information is to be incorporated into any resultant contract"

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

"MEDICAL REVIEW OFFICER SERVICES"

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE 1 (JUNE 1988)

a. Brief description of work:

This contract is to seek two highly qualified doctors (designating one as primary) to review all employee and applicant urinalyses test results; interpret and evaluate positive results; and advise the NRC management officials of their evaluation and findings.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

[End of Clause]

B.3 SERVICES AND PRICE/COSTS

The contractor shall review all employee and applicant urinalyses test results; interpret and evaluate positive results; and advise the NRC management officials of their evaluation and findings for a period of two years with two one-year options.

FIRST YEAR

	EST. QTY		FIRM FIXED PRICE/UNIT	EXTENDED PRICE
1. Review/evaluate/certify test results - Task 4.a. (Includes all negative and QC test results)	2000	EA	\$ _____	\$ _____
2. Review/evaluate/justify (as appropriate)/certify test results - Tasks 2,				

- 3, 4.c., e., f., & g.
(Includes all employees,
applicants, etc.) which
are reported by the
laboratory as positive. 30 EA _____
3. Advice & assistance on drug
testing matters as outlined
in the SOW - Tasks 1, 6, & 7
(may include expert witness
testimony) 30 HR _____
4. Submit test results or other
drug testing materials to
NRC via express or first
class mail - Task 4.a. 50 EA _____

TOTAL CEILING PRICE (FIRST YEAR) \$_____

SECOND YEAR

- | | EST.
QTY | | FIRM FIXED
PRICE/UNIT | EXTENDED
PRICE |
|--|-------------|---------|--------------------------|-------------------|
| 1. Review/evaluate/certify
test results - Task 4.a.
(Includes all negative
and QC test results) 2000 | EA | \$_____ | \$_____ | |
| 2. Review/evaluate/justify
(as appropriate)/certify
test results - Tasks 2,
3, 4.c., e., f., & g.
(Includes all employees,
applicants, etc.) which
are reported by the
laboratory as positive. 30 | EA | _____ | _____ | |
| 3. Advice & assistance on drug
testing matters as outlined
in the SOW - Tasks 1, 6, & 7
(may include expert witness
testimony) 30 | HR | _____ | _____ | |
| 4. Submit test results or other
drug testing materials to
NRC via express or first
class mail - Task 4.a. 50 | EA | _____ | _____ | |

TOTAL CEILING PRICE (SECOND YEAR) \$_____

OPTION YEAR ONE

EST. QTY	FIRM FIXED PRICE/UNIT	EXTENDED PRICE
-------------	--------------------------	-------------------

- | | | | | |
|--|------|----|----------|----------|
| 1. Review/evaluate/certify test results - Task 4.a. (Includes all negative and QC test results) | 2000 | EA | \$ _____ | \$ _____ |
| 2. Review/evaluate/justify (as appropriate)/certify test results - Tasks 2, 3, 4.c., e., f., & g. (Includes all employees, applicants, etc.) which are reported by the laboratory as positive. | 30 | EA | _____ | _____ |
| 3. Advice & assistance on drug testing matters as outlined in the SOW - Tasks 1, 6, & 7 (may include expert witness testimony) | 30 | HR | _____ | _____ |
| 4. Submit test results or other drug testing materials to NRC via express or first class mail - Task 4.a. | 50 | EA | _____ | _____ |

TOTAL CEILING PRICE (OPTION YEAR ONE) \$ _____

OPTION YEAR TWO

- | | EST.
QTY | | FIRM FIXED
PRICE/UNIT | EXTENDED
PRICE |
|--|-------------|----|--------------------------|-------------------|
| 1. Review/evaluate/certify test results - Task 4.a. (Includes all negative and QC test results) | 2000 | EA | \$ _____ | \$ _____ |
| 2. Review/evaluate/justify (as appropriate)/certify test results - Tasks 2, 3, 4.c., e., f., & g. (Includes all employees, applicants, etc.) which are reported by the laboratory as positive. | 30 | EA | _____ | _____ |
| 3. Advice & assistance on drug testing matters as outlined in the SOW - Tasks 1, 6, & 7 (may include expert witness testimony) | 30 | HR | _____ | _____ |
| 4. Submit test results or other drug testing materials to | | | | |

NRC via express or first
class mail - Task 4.a.

50

EA

TOTAL CEILING PRICE (OPTION YEAR 2) \$_____

GRAND TOTAL CEILING PRICE (FOUR YEARS) \$_____

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(JUNE 1988)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is ____*. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is ____*. The Contracting Officer may issue orders for work up to amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

[End of Clause]

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) has established a Drug Testing Program as mandated by Executive Order 12564, "Drug-Free Federal Workplace." As a result, the NRC requires on-call two highly qualified medical review officials (MRO) to review all employee and applicant urinalyses test results; to interpret and evaluate positive results; and to advise NRC management officials of their evaluation and findings. Executive Order 12564 and Department of Health and Human Services (HHS) "Scientific and Technical Guidelines" are attached (Attachments 4 and 5).

Also, the NRC requires the services of medical professionals to review and comment on proposed NRC directives pertaining to the implementation of both the policy and procedural aspects of the NRC Drug Testing Program.

Additionally, NRC requires a physician to serve as the Contracting Officer's Technical Representative (COTR) in dealing with technical matters involving other NRC contracts awarded in support of the NRC Drug Testing Program, i.e., urine specimen collection; laboratory analysis of specimens; and quality assurance.

This contract also includes the requirements of the Defense Nuclear Facilities Safety Board (DNFSB).

C.1.2 OBJECTIVE

C.1.2.1 The contractor shall perform the following tasks:

- A. Review various aspects of the NRC Drug Testing Program and recommend changes and improvements;
- B. Review and evaluate all test results obtained through NRC's Drug Testing Program;
- C. Examine alternative explanations for positive results;
- D. Render his/her professional opinion, in writing, to NRC Headquarters Assistant Drug Program Coordinator (HQ ADPC) as to whether the test result is an unjustified positive;
- E. Protect all employee/applicant records against unauthorized disclosure and use;

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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- B. Review and evaluate all test results obtained through NRC's Drug Testing Program;
- C. Examine alternative explanations for positive results;
- D. Render his/her professional opinion, in writing, to NRC Headquarters Assistant Drug Program Coordinator (HQ ADPC) as to whether the test result is an unjustified positive;
- E. Protect all employee/applicant records against unauthorized disclosure and use;

- F. Provide assistance on technical aspects of the NRC Drug Testing Program;
- G. Provide specialized drug abuse and testing related advice and assistance on personnel security clearance matters; and,
- H. Provide continuous coverage either by the primary or designated backup MRO.

C.1.3 SCOPE OF WORK

C.1.3.1 The Medical Review Official (MRO) shall, at a minimum, accomplish the following tasks:

Task 1 - Review various aspects of the NRC Drug Testing Program and recommend changes and improvements.

- (a) Review the medical, scientific and technical aspects of the NRC directives concerning the NRC Drug Testing Program and recommend changes and improvement; and
- (b) Provide expert advice and medical interpretations to NRC management in terminology meaningful to management officials as measured against the HHS guidelines.

Task 2 - Review and interpret test results.

- (a) Examine, review and interpret test results obtained through NRC's Drug Testing Program;
- (b) Following guidelines specified in NRC's Drug Testing Plan, direct, if appropriate, the reanalysis of the original or split portion of the sample should such be deemed necessary in light of additional information (e.g., a question has arisen as to the veracity of a positive test result); and
- (c) Consult, when necessary, with a forensic toxicologist or individuals with equivalent forensic experience in urine drug testing who shall be made available by the contract laboratory to resolve questions.

Task 3 - Examine alternate medical explanations for positive results.

- (a) Conduct a professional medical interview, if appropriate, with the employee/applicant;
- (b) Conduct a review of the employee's/applicant's medical records and history made available by the employee/applicant when a confirmed positive test could have resulted from legally prescribed medication;

- (c) Review other relevant biomedical factors, and
- (d) Consult on a professional basis, as required, with medical or scientific professionals from contract laboratories, other Federal agencies, or suppliers or professional services regarding individual NRC employees/applicants.

Task 4 - Render his/her professional opinion on test results.

- (a) The MRO shall render his/her professional opinion in writing to the HQ ADPC as to whether a positive test result reported by the contract laboratory is positive or negative. By close of the work day following receipt of negative test results from the contract laboratory, the MRO shall certify in writing the negative test results and transmit to the HQ ADPC by express or first class mail. Test results shall initially be transmitted electronically with prior notification to designated NRC Security staff and in a manner consistent with the Privacy Act, 5 U.S.C.552a.
- (b) The laboratory may transmit results to the MRO by various electronic means (for example, facsimile, or computer) in a manner designed to ensure confidentiality of the information. The MRO shall ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system. The MRO shall have compatible equipment/software in order to receive results from the NRC contract laboratory.
- (c) If the MRO in his/her professional opinion renders a positive test result reported by the contract laboratory as positive, then he/she shall report the positive test result to the HQ ADPC first by telephone and then in writing indicating that the positive result is "unjustified" together with all relevant documentation received by the contract laboratory and summary of findings.
- (d) If there is a legitimate medical explanation for the positive test result, the written finding and report to the HQ ADPC will be that the result is consistent with legal drug use and no further action is required.
- (e) The MRO shall also, based on review of inspection reports, quality control data, multiple samples, and other pertinent results, deem the result scientifically insufficient for further action and declare the result as negative.
- (f) The MRO shall verify, before certifying a confirmed positive result for opiates, that there is clinical evidence (in addition to the urine test) of illegal use of any opium, opiate, or opium derivative listed in

Schedule I or II of the Controlled Substances Act. This requirement does not apply if NRC's gas chromatography/mass spectrometry confirmation testing for opiates verified the presence of 6-O-mono-acetylmorphine.

- (g) If the review and evaluation of a positive result requires a visit to the MRO by the employee or applicant, the MRO will coordinate the visit with the HQ ADPC.

Task 5 - Safeguard test result records.

- (a) All employee/applicant files shall be treated as confidential and are subject to the provision of the Privacy Act, 5 U.S.C. 552a and the patient access and confidentiality provisions of Section 503 of Public Law 700-71. All requests for such files shall be referred to the HQ ADPC. No files shall be released, except as provided herein, without NRC approval.
- (b) Disclosure of any employee/applicant records generated by the NRC Drug Testing Program must also be in accordance with System of Records NRC-35 and OPM's Federal Personnel Manual Letter 792-19 (Attachments 6 and 7).

Task 6 - Provide technical direction with respect to matters arising from other NRC contracts awarded in support of the NRC Drug Testing Program.

Task 7 - Provide specialized drug related advice and assistance to the NRC in areas not specifically related to the drug testing program (e.g., personnel security clearance matters).

Task 8 - Be continuously available to provide services required herein. Designated backup MRO must be available at the same office and mailing address. On an as needed basis, be available to provide expert witness testimony.

C.1.4 MRO REQUIREMENTS

- (1) The MRO shall provide (at no cost to the NRC) any medical reference material or specialized medical equipment to include facsimile and computer, needed for performance of work under the contract.
- (2) The NRC may request the presence of the MRO on site at NRC offices. When such visits are necessary, the HQ ADPC shall notify the MRO by telephone no less than 5 days prior to requesting such a visit. When scheduled, the MRO shall be obligated to work a minimum of one hour per visit. If NRC believes additional time will be required per visit, this shall be requested when the visit is scheduled.
- (3) The HQ ADPC shall monitor the non-technical aspects of

the effort. The NRC shall recommend any necessary changes to enhance the consistency or timeliness of the services.

A copy of NIDA's Medical Review Officer Manual, September 1988, is attached for reference (Attachment 8).

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989

[End of Clause]

F.2 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE IV
(JUN 1988)

The contract shall commence on the effective date of the contract and will expire twenty-four months thereafter. The term of the contract may be extended at the option of the Government for two additional twelve month periods.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE 1 (MAR 1987)

(a) The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ____ * ____

Address: ____ * ____

____ * ____

____ * ____

____ * ____

____ * ____

____ * ____

Telephone Number: ____ * ____

(b) The Project Officer is responsible for:

(1) Placing Delivery Orders for items required under this contract (See Section G.3 Ordering Procedures).

(2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

(3) Inspecting and accepting products/services provided under the contract.

(4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

(c) The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below:

Name: _____

Address: _____

[End of Clause]

G.3 ORDERING PROCEDURES (MAY 1991)

a. The drug testing laboratory shall report test results to the Medical Review Officer (MRO). The laboratory shall send only to the MRO a certified copy of the original chain of custody form signed by the individual responsible for attesting to the validity of the test reports. The laboratory provides a statistical summary of urinalysis testing of Federal employees, excluding any personnel identifying information, to the NRC Project Officer. The MRO shall notify the HQ ADCP of all the test results in writing as discussed in Task 4 of the Statement of Work.

b. For each series of random testing at NRC Headquarters, Regional Offices or at remote sites, NRC shall notify the MRO in writing identifying each NRC employee from whom a urine specimen was collected and for whom the MRO should receive a test result from the testing laboratory. In addition, the MRO shall receive a copy of the chain of custody form on each employee. For all other types of testing, the MRO shall receive a letter from NRC Headquarters or the Regional Offices, identifying each employee/applicant who provided a urine specimen and for whom the MRO should receive a test result from the testing laboratory. The MRO shall receive a copy of the chain of custody form for each of these individuals. The MRO shall notify the NRC if any of the results are not received from the testing laboratory within seven work days. The MRO shall not return test results to NRC or charge NRC for test results reviewed for any individual not identified by NRC.

c. When the need for advice and assistance on drug testing matters arise, as outlined in Task 1, 6 and 7, NRC will notify the MRO of the specific requirements on an as needed basis. Orders may be placed by telephone or transmitted by facsimile followed by written telecommunications.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

— * —

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel, for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

(1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

(2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

[End of Clause]

H.2 SAFETY, HEALTH, AND FIRE PROTECTION (MAR 1987)

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with these regulations or requirements, the Contracting Officer, may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

[End of Clause]

H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the Contractor in the performance of this contract shall be used only in connection with the work under this contract.

[End of Clause]

H.4 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (JUNE 1988)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor has reason to believe with respect

to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The Contractor warrants to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 41 CFR 20-1.5402(a).

(2) The Contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement must include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(e) Access to and use of information.

(1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless the information has previously been released to the public by the NRC.

(2) In addition, the Contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it

produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

[End of Clause]

H.5 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUNE 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.6 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS
CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

1.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	APR 1984
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUN 1991
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	APR 1984
52.215-2	AUDIT - NEGOTIATION	DEC 1989
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	APR 1985
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	APR 1984
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.219-14	LIMITATIONS ON SUBCONTRACTING	JAN 1991
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-3	CONVICT LABOR	APR 1984

52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	APR 1991
52.225-13	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS	APR 1991
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	APR 1989
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES	APR 1984
52.233-3	PROTEST AFTER AWARD	AUG 1989
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

[End of Clause]

1.2 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL
OR IMPROPER ACTIVITY (SEP 1990)

(a) The Government, at its election, may reduce the price of a fixed-price type contract or contract modification and the total cost and fee under a cost-type contract or contract modification by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the FAR.

In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts or contract modifications, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award or modification.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

[End of Clause]

I.3 52.216-18 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through ~~October 30, 1993.~~ *end of period as per*

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

[End of Clause]

I.4 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)

(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A ;

(2) Any order for a combination of items in excess of N/A ;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in

paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I.b 52.216-21 REQUIREMENTS (APR 1984) ALTERNATE 1 (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and

obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after expiration of the contract.

[End of Clause]

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE
CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

[End of Clause]

I.7 52.220-1 PREFERENCE FOR LABOR SURPLUS AREA
CONCERNS (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

[End of Provision]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	Standard Form 1411 with Instructions
4	Executive Order 12564
5	HHS Guidelines
6	System of Records NRC-35
7	OPM's Federal Personnel Manual Ltr 792-19
8	NIDA's MRO Manual

JOHN A. McCORMACK, M.D., P.A.

PSYCHIATRY AND PSYCHOANALYSIS

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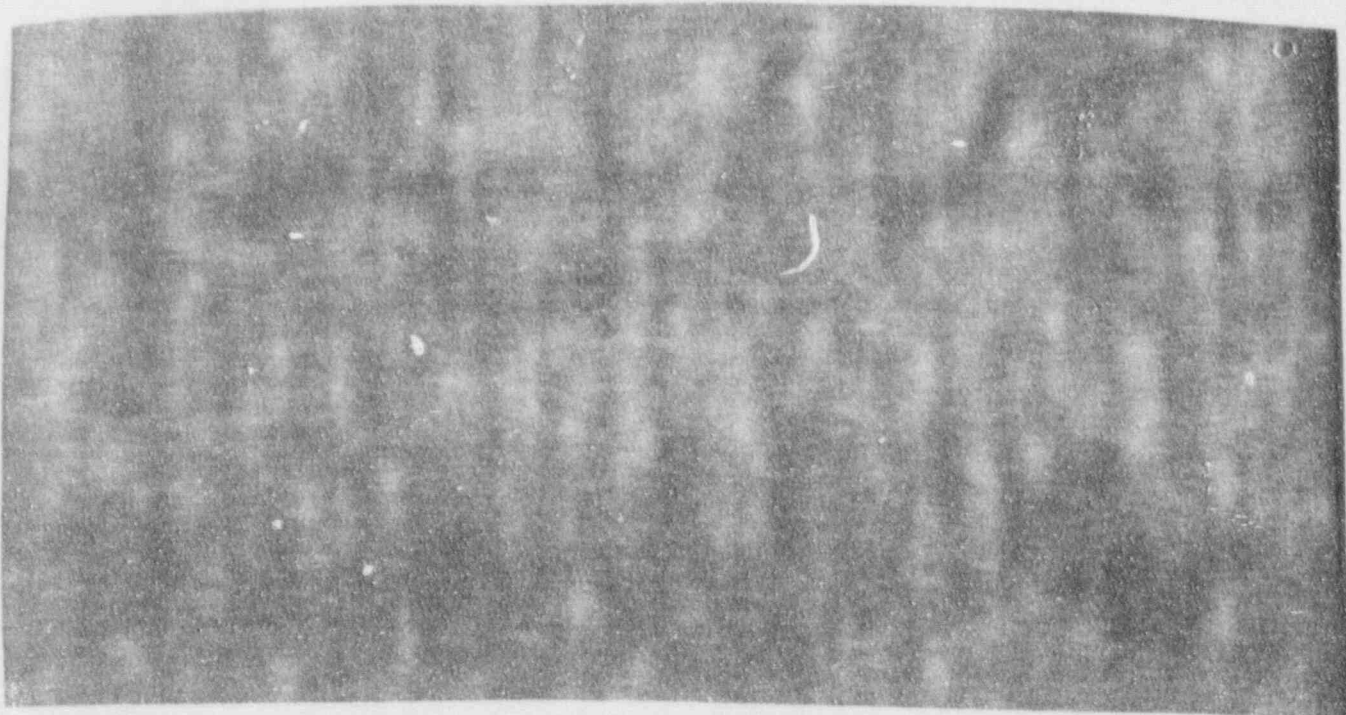
February 3, 1992

Mary H. Mace, Contracting Officer
Division of Contracts and
Property Management
Office of Administration
Nuclear Regulatory Commission

Re: R.F.P. Enquiry, questions dated January 7, 1992
Proposal No. RS-ADM-169 Entitled "Medical Review Officer
Services"

1. Resumes for Drs. McCormack and Levitis and [REDACTED]
enclosed.

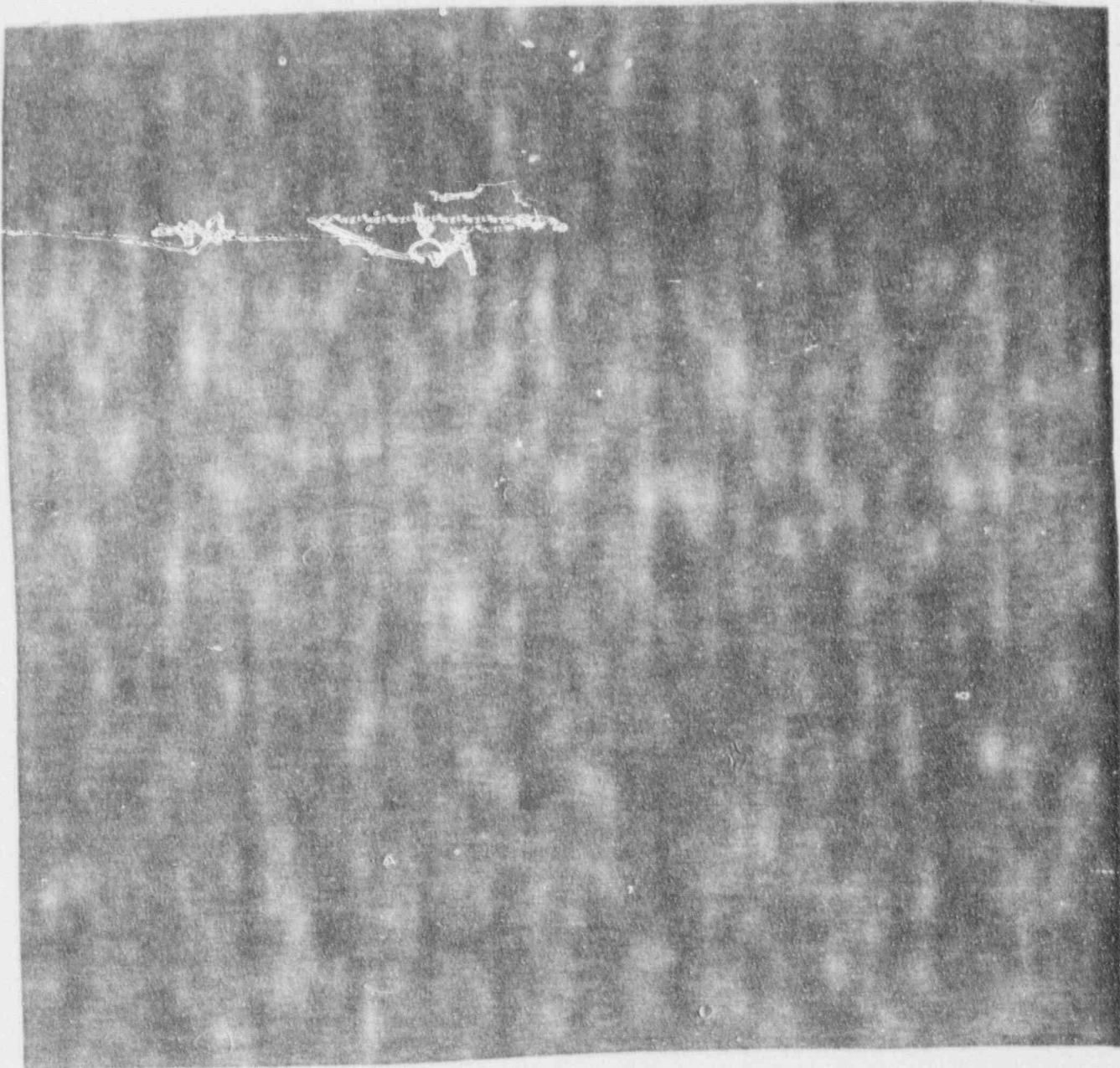
2. When a urine sample of an employee or applicant tests positive
for drugs having a legitimate use, and the legitimate use is
verified to the satisfaction of the M.R.O., the results of the
M.R.O. review are reported as "Negative" to the HQ ADPC. The
legitimate drug use is not reported, and the M.R.O. notes on
the verification process are kept as confidential medical material
by the M.R.O.



Information in this record was deleted
in accordance with the Freedom of Information
Act, exemptions "outside scope"
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5. We have the electronic equipment to receive and store laboratory results from any laboratory that has a fax. We can also receive and store secured transmissions from our computer through our modem and our secured Easylinks Electronic Mailbox, guarded by a security code.

6. I serve as a medical/psychiatrist consultant to the [REDACTED]. I do not serve as a medical advisor or medical review officer to any other state or federal governmental agency.

7. Currently my secretary, [REDACTED], has experience with some of the aspects of the newly defined position, Medical Review Technician. She currently receives and collates the electronic mail results with the collectors chain of custody forms and the MRO copy. Her duties can reasonably be expanded to review the temperature, taking part of the collection along with the other strictly routine aspects of routine collections (collectors signatures, dates, splitting of sample and destination of samples.) When any deviations or additions are noted (medications listed etc.) these would be flagged and completely reviewed by the M.R.O..

Since the M.R.O. must ultimately verify results by signing off on each test, he will continue to at least double check ID samples numbers and double check the final reporting of the lab results on the white copy of the chain of custody form. (The "signing off" is a duty the M.R.O. currently performs and remains mandatory to continue performing.) This change of duties makes good sense and allows us to save some expenses and reduce our fee by 25-33%. This change will relieve the M.R.O. of the need to examine all aspects of routine negative urine tests. However, since the M.R.O. remains responsible, he will continue to verify at the most essential aspects of each test result, as a final check during the certifying process. The frequent and time-consuming delays, problems and glitches that are encountered often will still remain the task of the M.R.O. to resolve or adjudicate promptly as they arise, and the fact that the M.R.O. and the Medical Review Technician work in the same office will continue to allow this part of the process to flow smoothly. Single urine test verifications continue to proportionately take much more M.R.O. time, and this will continue to be the case.

It is my plan to participate in the recently created M.R.O. review course and gain certification as a Medical Review Officer so that I can be assured of being fully informed and current in performing my job as the M.R.O. for the Nuclear Regulatory Commission. We are also seriously considering sending Dr. Levitis for certification as well. [REDACTED] and I plan to observe an active collections procedure at N.R.C. Headquarters in mid February, so we can picture and experience the process first hand. We do not plan to extend my duties beyond the N.R.C. to provide M.R.O. services to other government agencies.

Sincerely yours,

John A. McCormack, M.D.
Medical Review Officer