

2. AMENDMENT/MODIFICATION NO. 0106	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (If other than Item 6) NNSA Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Mission Support And Test Services LLC Attn: Paul Spickard PO Box 98521 M/S NLV019 Las Vegas NV 89193	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624
		10B. DATED (SEE ITEM 13) 05/12/2017
CODE 080083514	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section I Clause DEAR 970.5204-2, Laws, Regulations, and DOE Directives & Agreement of the Parties

**E. IMPORTANT:** Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
The purpose of this modification is to add revise various Directives in Appendix F and update a requirement in Appendix G as set forth in Attachment 1 to this modification.

Payment:  
Period of Performance: 06/07/2017 to 11/30/2022

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED 6/30/2021

**PART III – List of Documents, Exhibits, and Other Attachments, SECTION J, List of Attachments, is modified as set forth below.**

**1. APPENDIX F – List of Applicable Directives, is modified as follows:**

**A. Delete the following directives:**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE
DOE	O	142.3A Chg 1 Chg 2 (LtdChg)	10/14/2010 1/18/2017 12/13/2019	Unclassified Foreign Visits and Assignments Program
DOE	O	470.3B	8/12/2008	Graded Security Protection (GSP) Policy

**B. Add, revise, or administratively correct the following directives.**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	142.3B	1/15/2021	Unclassified Foreign National Access Program	0106
DOE	O	341.1A	10/18/2007	Federal Employee Health Services (See Appendix F-2)	0106
DOE	O	420.1C Chg 1(PgChg) Chg 2 (Min Chg) Chg 3 (Ltd Chg)	12-4-2012 2-27-2015 7-26-2018 11-14-2019	Facility Safety  Reference NFO Letter AMNS:KDL-13010, dated 11-06-2012 – <i>APPROVAL OF THE REQUEST FOR PERMANENT EXEMPTION FROM THE FIRE PROTECTION REQUIREMENTS DESIGNATED IN DOE O 420.1B AND DOE-STD 1066-99 FOR THE UIA COMPLEX IN AREA 1 OF THE NEVADA NATIONAL SECURITY SITE (NNS)</i>  Implementation of Change 2 is to be completed as set forth in MSTs Letter S620-PS-19-0034, <i>IMPLEMENTATION PLAN FOR DOE O 420.1C, CHANGE 2, UNDERGROUND FIRE SUPPRESSION</i> , dated June 14, 2019.	0106
DOE	O	470.3C Chg 1 (Ltd Chg)	11/23/2016 9/9/2020	Design Basis Threat (DBT) Order	0106
		<b>NOTE:</b> DOE O 470.3C, DBT, will remain in effect until full implementation of DOE O 470.3C, Chg 1 is achieved. DOE O 470.3C Chg 1 is applicable to the contract consistent with the analysis requirements defined in the Defense Nuclear Security Design Basis Threat Implementation plan dated April 2021 and NNSA/NFO memorandum, <i>Transmittal of Security Planning Basis Implementation Framework for Department of Energy Order 470.3C Change 1, Design Basis Threat (DBT)</i> , dated April 2021. Implementation will be accomplished by 12/31/2021 per <i>NSS DBT Change 1 IP Plan</i> [MSTs letter 1506-AM-21-0082 dated May 4, 2021].			
DOE	O	470.6 Chg 1	9/2/2015 1/11/2017	Technical Security Program	0106

**2. Appendix F-1 – *Operating Requirements January 26, 2011* is modified by adding the Contractor Requirements for DOE O 341.1A, *Federal Employee Health Services*, to the LIST OF DOCUMENTS Section as set forth in Attachment 2.**

**3. APPENDIX G – *Personnel Appendix*, is modified as set forth below.**

**A. 1. SECTION 2.0, DEFINITIONS, is modified by deleting the definition of paragraph 5., Casual Employee, in its entirety and replacing it with the text below.**

5. Casual Employee

Employment status of an employee hired to provide manpower when temporary employees are needed for a specific project or to respond to an immediate need. Casual Employees have a variable work schedule, are called to work when needed, and work as many hours per week as necessary. All hours worked will be compensated on an hourly basis in the same manner as nonexempt, non-bargaining employees. A casual employee's status as exempt or non-exempt will continue to be determined in accordance with applicable laws and regulations. Casual employees may work for MSTs a maximum of 900 hours per calendar year. Any Casual employee who works less than 40 hours in a 9-month period may be administratively terminated. Casual employees are covered by legally required benefits, but do not receive or participate in any other type of employee benefit program, group insurance plans, or paid absences, unless such paid absence is required by law. Casual employees will not be eligible to receive benefits provided under the Defense Authorization Act, Section 3161, upon termination.

**B. SECTION 7.0, PAID TIME OFF, is modified by adding paragraph 7.3, Paid Sick and Safe Leave for Non-Bargaining Casual Employees, as set forth below.**

7.3 Paid Sick and Safe Leave for Non-Bargaining Casual Employees

The Contractor may provide paid sick and safe leave to non-bargaining Casual employees who work in a location that has enacted a paid sick and safe leave law, in accordance with the law of the relevant jurisdiction. For ease of administration, the Contractor may provide non-bargaining Casual employees who work in a location that has enacted a paid sick and safe leave law paid leave on an accrual basis in an amount equivalent to one hour for every 30 hours worked, beginning on January 1, 2021, or the start of employment in a casual status, whichever is later. If the amount of leave required exceeds these amounts, federal, state, or local regulations will be followed. Even if not required by the law of the relevant jurisdiction, the Contractor may permit non-bargaining Casual employees to carry over accrued, unused paid sick and safe leave from year to year. The Contractor may not pay out this sick and safe accrued benefit at termination, unless required by the law of the relevant jurisdiction.

**No other changes are made as a result of this modification. All other terms and conditions remain unchanged.**

## **Addition to Appendix F-1 – Operating Requirements January 26, 2011, LIST OF DOCUMENTS**

### ▪ **Federal Employee Health Services**

(Reference: DOE O 341.1A, *Federal Employee Health Service*, Effective Date: 10/18/2007; Reference 2, NNSA Administrator's December 9, 2010 Memorandum)

The M&O shall provide personnel who are graduates of approved programs and licensed by their respective boards in the State of Nevada to provide emergency, palliative, and occupational medical services to federal employees associated with the Nevada National Security Site (NNS) and North Las Vegas Complex (NLV) and maintain adequate records of services provided. The M&O will provide qualified staff to meet the medical needs of the Nevada Enterprise (NvE) which includes federal workforce associated with the NNS and NLV:

#### **Physicals:**

Medical Surveillance

Qualification Programs

Pre-Placement

Fitness for Duty, Return-to-Work and Termination

Worksite visits

Medical review of HRP and psychological security force evaluations

MRO Services for drug and alcohol screening

Contracted laboratory services for mandated medical and qualification exams

Contracted radiology services for mandated medical and qualification exams

Vaccines related to Pandemic Plan, Deployment Authorization Program, Annual Influenza

Medical supplies i.e. bandaids, syringes, etc.

Orthopedic supplies

Equipment - Aging and newly identified requirements

Training/CME for provider licensure and other staff certification requirements

#### **Employee Assistance Program (EAP) (As Required by 10 CFR 851)**

Off Site EAP Counseling Services

On Site Crisis Management Services

On Site Training

#### **Health and Productivity (As Required by 10 CFR 851)**

Events, Challenges, and Lectures

#### **Kinesiology (As Required by 10 CFR 851)**

Ergonomic worksite evaluations and recommendations

Functional Assessment Support

**Services Not Provided**

Clinic Open on Fridays

Travel physicals with special needs including vaccines for foreign travel outside of DAP

Functional Assessments