

2. AMENDMENT/MODIFICATION NO. 1003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802	7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SAVANNAH RIVER NUCLEAR SOLUTIONS LLC Attn: James W. Johnson, Jr. 203 LAURENS ST SW AIKEN SC 29801	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">(x)</td> <td>9A. AMENDMENT OF SOLICITATION NO.</td> </tr> <tr> <td></td> <td>9B. DATED (SEE ITEM 11)</td> </tr> <tr> <td style="width:5%;">x</td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 13) 01/10/2008</td> </tr> </table>	(x)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC09-08SR22470		10B. DATED (SEE ITEM 13) 01/10/2008
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	10B. DATED (SEE ITEM 13) 01/10/2008								

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. ACCOUNT NG AND APPROPRIATION DATA (If required)
See Schedule

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) Clause I.38 DEAR 970.5204-2 Laws, Regulations and DOE Directives (DEC 2000) (Deviation) (Amendment 003)

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:

A. Delete Section J, List of Attachments, Appendix Q. "Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site", from Contract No. DE-AC09-08SR22470, Modification Number 0967.

B. Incorporate updated Section J, List of Attachments, Appendix Q, "Advance Agreement Related to Impacts Resulting from Partial Stop Work Order (nonportable work only) associated with the coronavirus epidemic impacts at Savannah River Site" into Contract No. DE-AC09-08SR22470. Section J, List of Attachments, Appendix Q is hereby incorporated as set Continued ...

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) Justin A. Speering
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)
	16C. DATE SIGNED 09/28/2021

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC09-08SR22470/1003

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NAME OF OFFEROR OR CONTRACTOR
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	forth on page 3 herein Payment:				

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

CONTRACT NO. DE-AC09-08SR22470

**Advance Agreement
Per FAR 31.109**

**Related to Impacts Resulting From
Partial Stop Work Order (nonportable work only) associated with COVID-
19 epidemic impacts at the Department of Energy Savannah River Operations
Office Management and Operating Contract**

**CO Letter CMD-20-122 (Rev 1)
Dated 04-03-2020**

**Savannah River Nuclear Solutions, LLC
Advance Agreement
COVID-19 Partial Stop Work Order**

References:

1. CO letter dated March 24, 2020, CMD-20-122, Partial Stop Work Order (non-portable work only)
2. CO letter dated April 3, 2020, CMD-20-122 (Rev1), Partial Stop Work Order (non-portable work only) Transition to Essential Mission Critical Operations and Continuity Essential Personnel
3. CO letter dated March 24, 2020, CMD-20-123, Paid Time off Guidance
4. Office of Management and Budget, Executive Office of the President memo dated March 20, 2020

1.0 INTRODUCTION

As directed by References 1 and 2 and in compliance with References 2 and 3 and Prime Contract No. DE-AC09-08SR22470, the parties agree as set forth herein in accordance with FAR 31.109 regarding impacts resulting from the COVID-19 Pandemic. Savannah River Nuclear Solutions, LLC (herein after referred to as SRNS) shall maintain continuity of the current workforce, including subcontractors critical to the programs continuity as directed by Reference 1 during the COVID-19 pandemic period to ensure availability of critical skills for mission essential operations and continued state of readiness to minimize re-mobilization impacts.

This Agreement describes Cost Allowability for the impact resulting from the COVID-19 pandemic. It does not supersede SRNS Advance Understanding of Human Resources Costs regarding employee compensation for items including, but not limited to, employee benefits, disability and workers compensation. These temporary adjustments are necessary to provide protections and guidance intended by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), Section 3610.

2.0 PURPOSE

The purpose of this Advance Agreement is to establish bilateral agreement of the elements of cost that, when incurred in support of the references 1 and 2 partial Stop Work Orders, are reasonable, allocable, and allowable under the Contract, in accordance with FAR 31.109. This Agreement is subject to applicable provisions of the Prime Contract.

3.0 AGREEMENT

The parties agree that the purpose of this Advance Agreement on costs is to provide clarity, consistency, and stability during a time of national crisis. It is intended that this agreement capture costs that can be reasonably anticipated at this time as a result of the partial Stop Work Orders, to the extent that they can be determined at this time. It is recognized by the parties that this Advance Agreement may need to be amended due to the evolving nature of this situation. However, this Advance Agreement will not prohibit the payment by DOE of costs incurred by the Contractor that are not anticipated, or are in excess of those anticipated costs, provided they are otherwise reasonable, allowable and allocable in accordance with FAR Part 31.2 and DEAR Part 970.31.

This Advance Agreement will be executed by both parties and incorporated into the Contract. In accordance with FAR 52.242-15, the Contractor reserves its right to seek resulting adjustments in cost, fee, and schedule. This Advance Agreement is based upon FAR 52.242-15 and is not the result of the conditions described in DEAR 970-5223-1.

4.0 NO THIRD-PARTY BENEFICIARIES

This Advance Agreement is for the exclusive benefit and convenience of DOE and SRNS (SRNS). Nothing herein contained will be construed as conferring any right or benefit upon past, present or future employees of SRNS, or upon any third party.

5.0 PAY POLICIES FOR CONTRACTORS AND DESIGNATED SUBCONTRACTOR EMPLOYEES

Due to the issuance of Reference 1 and other associated partial stop work orders relating to the COVID-19 Pandemic, the following pay policies will apply consistent with the contents therein until SRNS receives Contracting Officer direction to return SRNS pay practices to those in place prior to the issuance of Reference 1 and other associated partial stop work orders related to the COVID-19 Pandemic:

a) SRNS employees:

- 1) Employees covered under the pay policies to include Weather and Safety Leave (WSL) will include limited service employees (LSEs), Craft and Corporate Reachback/Affiliates. WSL will be used to maintain continuity in the existing workforce and specifically to address non-portable work and idle time as intended by the CARES Act, Section 3610. Corporate Reachback and Affiliates must be assigned full time and physically working at SRS at the time of the partial Stop Work Order.
- 2) Employees required to work at the Department of Energy Savannah River Operations Office Management and Operating Contract to maintain mission essential operations will be paid in accordance with the current SRNS pay policies.
- 3) Employees eligible for full-time or part-time telework will be compensated in accordance with the SRNS Telework Policy as if they were working at their normal workstation. When project-related work is unavailable to teleworkers during all or a portion of the normal workday, time shall be charged to Weather Safety Leave.
- 4) Employees not eligible to telework due to their normal work not being portable to a telework arrangement will be compensated without loss of or reduction, will be charged to WSL, and will not exceed an average of 40 hours or their normal scheduled work week.

b) Designated Subcontractors and Designated Subcontractor employees:

Designated Subcontractors shall be identified as follows: SRNS, in consultation with the applicable DOE-SR Federal Project Director or Contracting Officer Representative, will establish if a SRNS scope is non-critical/non-mission essential or critical/mission essential. Subcontractors supporting the critical/mission essential scope shall be requested to remain in a state of readiness to resume full activities following direction from their respective SRNS subcontract administrator.

Subcontracts supporting those scopes deemed to be non-critical/non-mission essential will be directed to Stop Work. As a result of this temporary suspension of work, SRNS may incur additional allowable costs to resume these work activities. These additional costs are anticipated to be addressed through the appropriate terms of the applicable subcontract(s).

Designated Subcontractor employees are those subcontractor employees who were assigned full time and physically working at SRS as part of a staff augmentation, support service or basic ordering agreement type contract at the time of the partial Stop Work Order and part of a critical/mission essential subcontract.

All Designated Subcontractor employees will be paid, by their employer, in accordance with the current subcontract pay policies as noted below.

- 1) Designated Subcontractor employees required to work at the Department of Energy Savannah River Operations Office Management and Operating Contract to maintain essential mission critical operations will be paid, by their employer, in accordance with the current Subcontract Terms and Conditions.
- 2) Designated Subcontractor employees eligible for full-time or part-time telework will be compensated, by their employer, as if they were working at their normal workstation and schedule. In the event project related work is unavailable during all or a portion of their normal workday, time will be charged to WSL. Designated Subcontractors will invoice SRNS for all telework and the above COVID-19 related hours as worktime. SRNS will continue timely invoice payment during this partial Stop Work Order.
- 3) Designated Subcontractor employees not eligible to telework due to the nature of their position will be compensated by their employer. This time shall be charged to WSL. Designated Subcontractors will invoice SRNS these hours in accordance with the requirements of the CARES Act, Section 3610. SRNS will continue timely invoice payment during this partial Stop Work Order.
- 4) Designated Subcontractor employees, primarily those operating under contracts for Staff Augmentation (Staff Aug), are expected to maximize telework to the extent practical, like SRNS employees. Designated Subcontractors will be issued changes to the appropriate contractual vehicle to authorize them to invoice impacted employees for idle time under a Stop Work change order in accordance with the CARES Act, Section 3610. When project-related work is unavailable to these Designated Subcontractor employees during all or a portion of the normal workday, time shall be charged to WSL. Designated Subcontractors will invoice SRNS for all telework and the above COVID-19 related hours in accordance with the CARES Act, Section 3610. SRNS will continue timely invoice payment during this partial Stop Work Order.
- 5) Excluded from the above approach are select fixed price and/or similarly contracted Designated Subcontractors. Such excluded Designated Subcontractors will communicate to employees that any idle workers (i) will be reimbursed for idle time in accordance with the CARES Act, Section 3610, (ii) will remain in a mobile ready state, and (iii) should not also receive reimbursement from another Federal or State funding source (e.g., unemployment, other Federal agency, etc.). The costs associated with maintaining this state of readiness will be addressed through the appropriate terms of the applicable subcontract(s).

ARTICLE II. COMMUNITY COMMITMENT

In accordance with Contract Section I.149, DEAR 970.5226-3, Community Commitment, if requested, SRNS will provide all available government property to support state and local government needs relative to the COVID-19 Pandemic. SRNS may also make individual employees available to work with or for governmental, quasi-governmental, and other organizations in the Central Savannah River Area toward achieving civic needs. SRNS will not distribute Personal Protective Equipment (PPE) without approval of the DOE PPE Coordination Team.

Article III. ADDITIONAL COST ALLOWABILITY CONSIDERATIONS

- a) SRNS will continue normal charging practices in accordance with its disclosed accounting practices.

SRNS established charging mechanisms to allow segregation and reporting of incremental costs associated with the COVID-19 pandemic. In accordance with its disclosed accounting practices, costs associated with

COVID-19 will be charged to the Prime Contract against the appropriate B&R if deemed direct and against the appropriate indirect pool if deemed indirect (i.e. cost will benefit multiple cost objectives). These costs are segregated in a manner that allow costs to be captured in the event future direction is received. SRNS will account for cost in accordance with its disclosed accounting practices, unless otherwise directed by the Contracting Officer. While SRNS will make a reasonable effort to segregate costs associated with COVID-19, SRNS may determine costs incurred, due to a reprioritization of resources which do not result in incremental costs, are not administratively feasible to segregate.

b) Prime Contract will invoice in accordance with its disclosed accounting practices.

Costs incurred, which are associated with COVID-19, will be paid via letter of credit in accordance with its disclosed accounting practices.

c) SRNS will make best efforts where administratively feasible to distinguish between general costs of COVID-19 pandemic and incremental partial Stop Work Order costs.

SRNS will put forth its best effort, when administratively reasonable, to segregate incremental costs associated with COVID-19 including those associated with the partial stop work order. This segregation will include the delineation of incremental costs specific to the partial Stop Work Order versus general COVID-19 incremental costs not incurred directly as a result of the partial Stop Work Order.

d) SRNS burn rate will be similar to past three (3) months.

Initial analysis indicates the overall cost incurred will remain fairly consistent as we progress through the COVID-19 partial Stop Work Order. SRNS expects decreases due to the partial Stop Work Order to be offset by incremental COVID-19 related expenses. Similarly, labor cost will shift from on-site work to telework and Weather & Safety Leave categories.

e) Monthly GSA/Leased vehicles and rental equipment will not meet utilization targets.

Due to scope reductions and maximizing telework, leases and rental will not meet previously agreed to utilization rates expected during full operations. While usage will not satisfy justifications originally assumed when the initial decision was made to acquire the property, it may not be worthwhile to pay early termination and costs associated with reacquiring the equipment. The DOE-SR Asset Management Team provided written confirmation that a temporary waiver to relieve SRNS of the 94% utilization goal has been granted. Due to this uncertain period, costs associated with these types of expenses should be considered reasonable and allowable. This decreased utilization will not adversely impact any subjective assessments or audits.

f) Incremental health care costs may increase.

Future health costs may increase as a result of this disruption to the medical supply chain, corollary medical needs participants may incur, or increased actual costs in the event the COVID-19 outbreak affects SRS population in the future. SRNS is unable to quantify a potential impact at this time but anticipates health care costs will increase compared to current forecasts.

g) Potential for increased payroll taxes and other government assessments.

Without knowledge of how the US Government might distribute the burden of this global pandemic, it is possible payroll or other taxes and assessments may change in the future. Tax and assessment related costs normally covered under the Contract may increase and should be considered reasonable and allowable.

h) SRNS and Subcontractor Telework employees will charge some time to WSL.

Per letter SRNS-F2000-2020-00102, SRNS developed guidelines to be consistent with the DOE direction to maintain mission essential work, maximize telework, and limit WSL (WSL) to employees not able to telework or not needed to support the approved Situational Essential work scope. To gain maximum value

from the workforce, employees whose work assignments cannot support fulltime teleworking or are not needed full time to support mission essential operations, are eligible for WSL for hours where productive work is not available. A table summarizing the various employee situations is below:

Employee Situation	On-Site	Off-site	Non-worked hours
Full time Essential	Speedchart for work performed	PTO	PTO
Part-time Essential; No Telework	Speedchart for work performed	WSL	WSL
Full/part time telework	Speedchart for work performed	Speedchart for work performed	WSL/PTO
No telework	Speedchart for work performed	WSL	WSL
Sent home by medical	N/A	Speedchart for work performed if telework available	WSL

- i) SRNS may incur cancellation fees for business travel.

Costs associated with changing or cancelling business travel (to include but not limited to hotel cancellations fees, air travel change fees/cancellation fees, rental car cancellation fees, etc.) due to COVID-19 impacts would be allowable provided the original trip was allowable.

- j) SRNS will be reimbursed for retroactive costs from March 9, 2020 related to COVID-19.

Per letter SRNS-F2000-2020-00101, SRNS requested DOE approval to transfer certain hours incurred by SRNS employees who were directed to quarantine due to COVID-19 circumstances by the SRNS Medical Director prior to the receipt of Contracting Officer letter CMD-20-123. SRNS employees were directed to quarantine and not report to work in accordance with DOE travel guidance provided by the Contracting Officer on March 9, 2020 based upon the medical diagnosis of illness symptoms, close contact with a symptomatic individual, or recent travel elevating the risk of exposure. SRNS will move the hours to WSL and return hours or lost wages to the employees.

- k) SRNS will incur increased Information and Technology (IT) cost to enable telework for site personnel.

With the direction to maximize telework, additional hardware, software and IT services are required to enhance Citrix, VPN capability, teleconference, video conference and mobility in general:

- 1) Additional software license and maintenance costs include but are not limited to AnyConnect (VPN), Webex, and Airwatch, Symantec Endpoint Encryption, Teleconference System Seats, RSA SecurID Tokens, and Web Application Firewalls that are part of the SRS mobility delivery architecture.
- 2) Additional hardware is required including laptops, VPN and Citrix infrastructure. Additional ASA Appliances for the VPN Cluster will be procured. Hard and Soft SecurID tokens are required along with Citrix Host Servers and Software. Additional costs are incurred for the Barracuda Web Application Firewall 660 and ASA Appliances to support the unique Centerra requirements for VPN connectivity.
- 3) Incremental services are required to support increased teleconference demands placed on site telephone connectivity and incremental service labor to support the exponential increase in distribution of tokens and accounts associated with enhanced telework. Telephone connectivity required enhancement by purchasing additional PRI services.

SRNS will respond to direction from DOE-SR CIO for resources to support SRS missions. These costs are segregated in a manner that allow costs to be captured in the event future direction is received. SRNS will account for cost in accordance with SRNS's disclosed accounting practices unless otherwise directed by the Contracting Officer. A BCP will be submitted for approval.

Relief from select cyber security requirements was requested, discussed and agreed to with DOE SR through the formal cyber risk acceptance mechanism on site. This includes modifications to expiring system passwords policy and other potential exceptions.

l) SRNS inventory will incur additional cost to support supplies and services unique to COVID-19.

Supply Chain Management is procuring greater quantities of Stores items and items not normally maintained in inventory. This is in response to RAM Level 1 and 2 needs as defined in the Savannah River Site Continuity of Operations Plan (COOP) SCD-13 Annex-A, Infectious Disease Plan. These costs also include items identified in the Sequestered Personnel Housing Plan for habitation of personnel required to remain on-site during the pandemic. Additional labor is required to support the procurement, receipt, processing, and delivery of the additional supplies being utilized.

The cost of materials and supplies will be direct costs if purchased for a facility or costed to the Inventory Account for those items maintained in Stores for further distribution. These procurements have significant impact to the Inventory account funded through PBS-13 upon initial purchase. As facilities draw items from Inventory, the respective PBS will be charged, but items remaining in inventory will impact PBS-13 funding. The materials and supplies purchased for COVID-19 is separately reported and presented through the BCP process for approval.

m) SRNS will incur additional Supply Chain costs for freight and delivery.

Market intelligence indicates carriers are invoking Force Majeure clauses to renegotiate terms due to disruptions caused by COVID-19. These costs cannot be projected but are critical to timely delivery of essential supplies. SRNS anticipates increases in freight, expedited delivery, and may incur additional costs to secure sources of supply through non-refundable deposits, premiums, and firm commitments. The Contractor will be reimbursed for these costs.

n) Craft employees will charge to WSL without modifying Site Alliance Agreement.

Based on Contracting Officer direction, such as that provided on March 24, 2020 (DOE-SR), March 25, 2020 (NNSA SRFO), and April 3, 2020 (DOE-SR), and SRNS work scope, SRNS has directed certain craft employees not to report to work at SRS. In accordance with the requirements of such Contracting Officer direction, SRNS is striving “to maintain continuity and resiliency [of the SRNS] workforce during the COVID-19 epidemic period to ensure the availability of critical skills, ensure a mobile ready state, and minimize re-mobilization impacts.” Craft employees are critical to SRNS operations, and, absent pay from SRNS, will likely pursue and obtain employment elsewhere to replace lost income.

Pursuant to DOE and NNSA direction to maintain a ready workforce, SRNS will compensate, via WSL (WSL), its craft employees directed to remain offsite during the COVID-19 pandemic. Such WSL costs shall be tracked by separate charge code, and SRNS will comply with related Contracting Officer direction, including having “policies and procedures in place to ensure the [craft] employees do not receive both unemployment compensation and COVID-19 paid time off.”

Based on assessment, offering these benefits without negotiating a change to the Site Alliance Agreement is in the US Government’s best interest.

o) SRNS may incur cost for Fines and Penalties directly resulting from COVID-19 circumstances.

1) SRNS has various DOE/NNSA approved plans, such as under DOE Order 150.1A (continuity programs), to account for certain disruptions and events. Even optimal plans may be unable to fully compensate for temporary trained workforce, unavailability, and/or losses in the environmental, health and safety, and transportation fields due to an SRS worker experiencing COVID-19 infection and/or quarantine. To address these concerns, SRNS is using reasonable efforts to collaborate with other SRS

Prime Contractors, the DOE, and NNSA to negotiate with outside agencies such as South Carolina Department of Health and Environmental Control (SCDHEC) and Environmental Protection Agency (EPA) many compliance concerns. COVID-19 related temporary workforce disruptions may impact compliance with health, safety, and transportation regulations at the national, state, and local levels (e.g., frequency of environmental sampling).

Given the potential compliance concerns and risk that relief from all requirements may not be granted in a timely manner or at all, SRNS respectfully requests a temporary class deviation of FAR 31.205-47 to treat the “imposition of a monetary penalty, or an order issued by the agency head to the contractor or subcontractor to take corrective action under 41 U.S.C. 4712 or 10 U.S.C. 2409, where the proceeding does not involve an allegation of fraud or similar misconduct” as an allowable cost under the SRNS Prime Contract, with the following conditions:

- a) The temporary class deviation is limited to environmental, health and safety, and transportation requirements applicable to SRNS and/or SRNS subcontractors working on the SRS.
 - b) SRNS must disclose the noncompliance concern to the Contracting Officer as soon as practicable.
 - c) Despite using reasonable efforts, SRNS, other SRS Prime Contractors, DOE, and/or NNSA was/were unable to obtain relief from the regulatory authority relating to the requirement disclosed to the Contracting Officer in accordance with item b, above.
 - d) Alleged SRNS noncompliance with such environmental, health and safety, and/or transportation requirement(s) is based on trained workforce unavailability and/or losses due to COVID-19 infection and/or quarantine.
- 2) As with 1), above, it is possible that SRNS may be unable to comply with DOE orders and/or directives and/or NNSA Policy Documents based on temporary trained workforce unavailability and/or losses due to SRS worker COVID-19 infection and/or quarantine. SRNS is working with the DOE and the NNSA to mitigate compliance concerns and prioritize efforts to ensure the SRS is safe for SRS workers and surrounding communities. Costs associated with these efforts are being segregated and shall not be unallowable absent other justification (e.g., waste, fraud, or abuse).
- p) SRNS may incur costs defending legal and other proceedings against SRNS or supporting DOE and/or NNSA in legal and other proceedings based on COVID-19 response(s).

Given the severity and breadth of the COVID-19 pandemic and actions to protect the public health, SRNS, DOE, and NNSA may face legal challenges based on COVID-19 related actions or inactions. SRNS is using reasonable efforts to implement thoughtful COVID-19 plans in alignment with Contracting Officer direction. To the extent that such plans are disclosed to the Contracting Officer, e.g., pursuant to the SRNS response to the DOE March 23, 2020 letter, SRNS compliance with disclosed COVID-19 plans shall not, alone, serve as a basis for the disallowance of SRNS costs. All other requirements concerning the allowability of costs relating to legal and other proceedings shall remain in effect, including, but not limited to, 10 CFR Part 719, FAR Part 31.2, and DEAR Part 970.31.

- q) SRNS will maintain opportunity to earn 100% of available fee.

It is expected that the postures of Situational Essential and Continuity Essential will result in a loss of operational efficiency and will impact Performance Based Incentives, Work Authorization Execution Plans (WAEPs), and contract milestone deliverables. A good faith effort will be made between both parties to negotiate reasonable deliverables considering reduced schedules within the fiscal year to provide opportunity for SRNS to achieve 100% of available fee.

- r) SRNS will receive future consideration during audit for process impacts due to COVID-19 circumstances.

Through reasonable efforts, SRNS will maintain adherence to policy, procedures, and standard work practices; however, maximized telework will result in loss of operational efficiency. This loss of efficiency may impact process compliance. SRNS will receive consideration for activities during this COVID-19 period.

- s) SRNS may incur other associated costs due to COVID-19 circumstances.

Other costs deemed to be reasonable, allocable and allowable incurred as a result of the COVID-19 pandemic include; cleaning/ sanitization costs, maintaining general stores inventory of pandemic-related items, labor and other costs incurred by the Infectious Disease Response Team which is responsible for monitoring the COVID-19 pandemic both onsite and offsite as well as supporting the COVID-19 Response Plan, demobilization and mobilization of idle facilities, and overtime. SRNS will make reasonable efforts, where administratively reasonable, to segregate these costs for reporting purposes.

- t) Vaccination for COVID-19

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation section 31.205-13, it has been determined that it is reasonable for SRNS to grant their personnel and subcontractors who are working on site or on telework up to 8 hours administrative leave per dose to get vaccinated for COVID-19. The leave shall be coded consistent with the SRNS and its subcontractors current Human Resource system and practices. SRNS and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may receive the vaccine while on their paid "stand by" status. SRNS and its subcontractors that receive vaccinations on site, are not entitled to 8 hours additional administrative leave. This vaccine guidance is effective January 21, 2021.

- u) Allowability of On-Site Testing

SRNS costs associated with administering on-site rapid testing for COVID-19 are allowable costs. The use of on-site rapid testing provides benefits such as: reduced time for results, availability to test on-site, aids site facilities in ensuring minimum safe staffing levels are/can be maintained, enables proactive management of potential COVID exposures to ensure success in the execution of site missions and reinforces our effort to keep our workforce healthy and COVID-free. Additionally, this on-site testing allows for employees with approved medical or religious exemptions to the vaccine mandate to comply with the additional testing requirements for non-vaccinated employees. Any time for employees or subcontractors required to complete testing is allowable cost.

- v) Allowability of support cost for administering on-site COVID-19 vaccinations

All costs associated with scheduling, administering, and reporting on-site vaccinations for COVID-19 are allowable costs. The incremental labor and material cost for administering vaccinations includes but is not limited to the following: paid labor for nurses and support personnel, signage, port-o-lets, tents, chairs, heaters, and other logistical functions.

- w) Paid Leave for Family Members' COVID-19 Vaccinations

In accordance with public policy, and the general allowability of costs for health clinics at Federal Acquisition Regulation (FAR) section 31.205-13, it has been determined that it is reasonable for Savannah River Nuclear Solutions (SRNS) to grant their personnel and subcontractors who are working on site or on telework up to 8 hours administrative leave per dose to accompany a family member receiving the COVID-19 vaccine. The leave shall be coded consistent with the (SRNS) and its subcontractors current Human

Resource system and practices. SRNS and their subcontractor personnel who are currently on leave under the special leave authority in CARES Act section 3610 may not be granted additional leave for this purpose. They may accompany a family member while on their paid "stand by" status. SRNS should use the definition of family member that is consistent with its policies, applicable law, and its contract. This vaccine guidance is effective August 25, 2021.

x) Administrative Leave for Idle Time

After the special leave authority at CARES Act section 3610 expires, any restrictions regarding use for such authority will also apply to any administrative time agreed to for the purpose of maintaining an employee under idle time because their work is not portable and they are unable to perform their work at their normal worksite due to local COVID conditions and restrictions

y) Contractor Health and Safety Decisions Related to COVID-19 Vaccinations

Vaccines are proven to be highly effective in protecting against severe disease and death from COVID-19 and known variants of the virus, including the Delta variant. To that end, the Department has strongly encouraged its employees and SRNS employees and its subcontractors to get vaccinated. DOE also strongly supports SRNS if it decides to mandate that its employees and its subcontractors receive COVID-19 vaccinations.

z) Attestation Process

Contractor and subcontractor employees who perform work in a Federal government owned or leased facility (pre-COVID), are embedded with DOE staff, who are not employed by or a subcontractor to a M&O or Major Site and Facility Contractor, and are employees of a support service contractor must complete attestation forms available at <https://myenergy.servicenowservices.com/myenergy/> by September 10, 2021. This information is required to implement approved health and safety protocols in the DOE workplace. M&Os and Major Site and Facility contractors are not required to use the DOE form for attestation. However, they must have a system in place to ensure all employees and subcontractor employees working on a DOE site/facility have attested to the truthfulness of their vaccination status as fully vaccinated, not yet fully vaccinated, unvaccinated, or decline to respond. Additionally, since the data is maintained by the contractor, they must report the number and percentage of contractor and subcontractor employees that have been fully vaccinated to DOE upon request.

Contractor and subcontractor employees who are unvaccinated or decline to attest to their vaccination status will be treated as unvaccinated for the purpose of DOE safety protocols. Such employees will be required to participate in a contractor directed testing program for COVID-19 and will be tested at least weekly. The contractor shall flow-down this requirement for all applicable subcontractor tiers.

aa) Cost Allowability

In support of this policy and the express policy supporting contractor decisions to mandate vaccinations of its workforce, the costs of contractor efforts to improve public health conditions on EM sites are allowable in keeping with the general allowability of costs for health clinics at FAR 31.205-13 and the terms and conditions of the contract. Such allowable costs may include the costs of SRNS and its subcontractors employee's vaccination; testing; time off to get vaccinated; or costs for employee engagement and communications. In addition, the Department recognizes that SRNS may assume some increased costs and litigation risk in taking actions that it determines it needs to take to protect its workforce. Costs associated with potential litigation risk due to SRNS mandating that its employees and its subcontractors receive the COVID-19 vaccine would also be allowable subject to the terms and conditions of its contract, FAR 31.205-47, and applicable law. This guidance is effective August 27, 2021.

ab) Continued Need to Segregate COVID Related Costs

Please segregate the costs for testing, attestation, and other costs related to vaccinations within your accounting system using Change Order Accounting practices. Additionally, ensure that your invoices assign the COVID charge code to any request for reimbursement of such costs on an invoice.

ac) Effective Bargaining

Note that, when there is a Safety & Health clause in the contractor collective bargaining agreements, the contractors may still need to engage in “Effects Bargaining” with the unions to discuss the effects of implementing a vaccination mandate program with the Unions such as: the effective date of the mandate, any applicable new rules, how disciplinary policy will be applied, etc.