

PROTECTION STRATEGIES, INC (PSI)

CONTRACT NO. 89243221FEM400010

**Coronavirus Disease 2019 (COVID-19) Pandemic
Advance Agreement (Revision 0)
Per FAR 31.109**

**ORIGINAL – March 21, 2022 (Mod P00005)
(Retroactive to January 1, 2022)**

**Protection Strategies, Inc (PSI)
Advance Agreement – COVID-19 (“AA”)**

References:

1. Contracting Officer letter to S. Williams from J. Cate, Contract No. 89243221FEM400010 – COVID-19 Expectations and Guidance During Contract Transition (CLN211675), dated September 30, 2021
2. Contracting Officer letter to S. Williams from A. Nebeker, Contract No. 89243221FEM400010 – COVID-19 – Notice of the Department of Energy’s Intent to Incorporate a Contract Clause to Implement Guidance Issued by the Safer Federal Workforce Task Force Pursuant to Executive Order 14042 (CLN220016), dated October 5, 2021
3. Contracting Officer letter to A. Franklin from J. Cate, Contract No. 89243221FEM400010 – COVID-19 Workplace Safety Plan (CLN220121), dated November 10, 2021
4. Contracting Officer letter to A. Franklin from J. Cate, Contract No. 89243221FEM400010 – Use of Administrative Leave by Contractors for Receiving COVID-19 Vaccination/Boosters (CLN220480), dated January 3, 2022

BACKGROUND

In March of 2020, the World Health Organization declared the novel coronavirus (COVID-19) as a global pandemic. Following this declaration, President Trump announced the National Emergency Declaration for the COVID-19 pandemic. The effects of the pandemic continue to be felt on an International, Federal, State, and local level.

On January 1, 2022, Protection Strategies, Inc (PSI) assumed full responsibility for the physical protection services at the Fort St. Vrain (FSV) facility. This responsibility includes the health and safety of the entire guard workforce while minimizing, to the maximum extent possible, the disruption of other FSV operations during the evolution of COVID-19. This assumption of operations included the adoption and continuation of the predecessor contractor’s (Spectra Tech, Inc [STI]) COVID-19 Workers Safety program and protocols and the practices related to quarantine and COVID standby pay. The allowability of those costs previously agreed to by the Department of Energy (DOE) and STI through a series of Advanced Agreements (AA) culminating in a COVID-19 Pandemic AA (Revision 12) between STI and DOE, dated October 7, 2021.

On January 9, 2022, the Safer Federal Workforce Task Force (Task Force), comprising members from the Centers for Disease Control and Prevention (CDC), the Department of Veterans Affairs (VA), the Federal Emergency Management Agency (FEMA), the Federal Protective Service (FPS), the Office of Management and Budget (OMB), and the United States Secret Service (USSS), issued guidance changing, among other things, the duration for quarantines and isolation associated with COVID-19 symptoms, exposure, or testing positive for COVID-19. The guidance also changed the definition associated with “fully vaccinated status.” The Task Force guidance can be found at: [For Federal Contractors | Safer Federal Workforce.](#)

PURPOSE

The purpose of this AA between PSI and DOE (“Parties”) is to establish a mutual understanding of how special or unusual costs associated with COVID-19 will be managed and addressed both with respect to the continuation of the predecessor’s practices and protocols and the implementation of PSI changes

related to updated Task Force guidance as of January 9, 2022. The AA defines the parameters of the special leave authority for employees who are in a “ready to work” position but are unable to perform their work duties and subsequently are directed by PSI to quarantine.

This AA also incorporates the DOE policy for COVID-19 vaccinations and boosters (Reference 4), and PSI’s approved COVID-19 workplace safety plan (Reference 3).

While all costs are subject to review, this AA is intended to avoid ambiguous interpretation and possible subsequent disallowance or dispute based on unreasonableness, unallocability, or unallowability under the specific cost principles at FAR subpart 31.2. This AA 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. The Contracting Officer’s determination on cost allowability for COVID-19 Standby costs is based on the recent Acquisition Letter No. AL-2021-07, Post CARES Act Paid Leave Costs, dated September 27, 2021.

AGREEMENT

As COVID-19 continues to evolve, PSI, to the maximum extent possible, will focus on limiting exposure risk to its employees to reduce the spread of the virus; minimizing impacts to the PSI mission; ensuring transparent and effective communication with employees; and ensuring effective plans are in place to respond to any required isolated quarantines.

Reference 2 provided DOE’s intent to incorporate FAR Clause 52.223-99, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION), into the PSI contract. This clause was incorporated by unilateral contract modification P00001, dated October 13, 2021. This clause requires PSI to comply with all current guidance published by the Task Force. PSI’s approved COVID-19 workplace safety plan also aligns with current Task Force guidance.

Special Leave Authority (SLA):

SLA may be authorized when PSI management directs its personnel to quarantine when it is deemed necessary to protect the health and safety of the PSI workforce. PSI shall ensure policies are in place to prohibit employees from taking unemployment compensation and paid time off (PTO) or this SLA concurrently. Part-time employees are also eligible according to their normal work schedule based on an average from the predecessor contractor’s first quarter of fiscal year 2022 or the most recent average under a completed fiscal quarter of employment with PSI.

In alignment with the current Taskforce guidance, DOE provides authorization to PSI in directing its employees to quarantine (leave work or stay home) if there is an isolated COVID-19 outbreak to protect their health and safety. Employees may be authorized SLA up to five (5) consecutive regularly scheduled workdays or as may be subsequently defined by future applicable Task Force guidance. If an employee continues to be symptomatic or ill beyond the CDC defined period of required quarantine, the employee must transition to their normal paid time off (PTO) beginning on the next calendar day and beyond. At that point, the employee’s illness will be treated the same as any other illness. It is PSI’s management decision when to direct its employees to quarantine and how this SLA may be consistently implemented.

Further, PSI shall track use of all SLA (“ready to work” and unable to telework) as a direct cost.

SLA is not authorized for the following:

- Employees who are able to perform their work activities in a telework environment or for employees who elect to self-quarantine;
- Employees already out of the workplace on military leave or on short term disability (STD);
- Employees who are activated on military leave or who go on an approved STD claim that is unrelated to COVID-19; and
- Employees who apply for and are approved for a Family Medical Leave (FML) covered claim that is unrelated to COVID-19.

Vaccines (includes boosters):

Reference 4 provides Contracting Officer direction related to the use of administrative leave by contractors for receiving the COVID-19 vaccine and/or booster. This direction authorizes administrative leave for employees and family members to receive COVID-19 vaccinations and/or boosters, in addition to time allotted for possible side effects the employee and family members may experience from the vaccinations/boosters. Reference 4 covers both the vaccination as well as boosters. For consideration of administration leave, the vaccination and/or booster must take place on a normal scheduled workday. Post vaccination illness may also be covered up to two working days, presuming the subsequent illness related to the vaccine and/or booster occurs on a normal scheduled workday. Absences for vaccination or post vaccination illness that do not align with the actual date of vaccination will not be covered. The administrative leave shall be tracked as COVID Standby with clear delineation of the vaccination/booster vs. "ready to work".

CONCLUSION

This AA shall be incorporated into the PSI contract as Attachment J-D and may be amended by written mutual agreement of the Parties as it is a living document due to the evolving nature of the pandemic. Any revised AA shall replace the previous AA and be incorporated in PSI's contract.