

2. AMENDMENT/MODIFICATION NO. 011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 11EM001470	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	7. ADMINISTERED BY (If other than Item 6) CODE 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PENSER NORTH AMERICA INC Attn: PHIL VALDENS 700 SLEATER KINNEY RD SE, SUITE B #170 LACEY WA 985138513	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL15009
		10B. DATED (SEE ITEM 13) 06/15/2009
CODE 129467614	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 telegram 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 telegram or letter, provided each telegram or letter 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)

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 date, 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:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.243-1 Changes - Fixed Price (Alt I, APR 1984)

**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.)

Tax ID Number: 91-2180915

DUNS Number: 129467614

Modification Number 011 revises Section B (Supplies or Services and Prices) and Section C (Statement of Work). Section B is revised to add B.4 (c) CLIN0010 for Medicare Section 111. Section C is revised to add C.6 Processing Section 111 of the Medicare, CLIN0010. Section B and Section C are attached in their entirety.

LIST OF CHANGES:

Reason for Modification : Other Administrative Action

CHANGES FOR LINE ITEM NUMBER: 1

NEW ACCOUNTING CODE ADDED:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A 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) John J. Wiltshire		
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 03/01/2011

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Account code:</p> <p>Fund 01759 Appr Year 2011 Allottee 34 Reporting Entity 421601 Object Class 25200 Program 1720578 Project 0000000 WFO 0421567 Local Use 0000000 Quantity: 0 Amount: \$0.00 Percent: 0 Subject To Funding: N Payment Address:</p> <p>Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 10/01/2009 to 09/30/2014</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>CONTRACTOR WILL ADMINISTER THE HANFORD WORKERS' COMPENSATION PROGRAM AS THE THIRD PARTY ADMINISTRATOR ON BEHALF OF DOE. Line item value is: \$1,970,324.20 Incrementally Funded Amount: \$1,970,324.20</p> <p>Accounting Info: 01759-2009-34-421601-25200-1720578-0000000-0421567-0000000-000000 Fund: 01759 Appr Year: 2009 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: Fund: 01050 Appr Year: 2009 Allottee: 34 Report Entity: 421601 Object Class: 25100 Program: 3184701 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Continued ...</p>				1,970,324.20

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
PENSER NORTH AMERICA INC

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	Accounting Info: Fund: 01759 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01759 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01759 Appr Year: 2009 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25100 Program: 3184702 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2008 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 3184701 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01759 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25200 Program: 3184701 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2010 Allottee: 34 Report Entity: 421601 Object Class: 25100 Program: 3184702 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: Fund: 01050 Appr Year: 2010 Allottee: 34 Report Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
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**Section B**

**Supplies or Services and Prices**

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B.5	Payment of Performance Based Fee .....	B-5

**B.1 Workers' Compensation Claims Administrative Services**

This is a fixed-unit price plus award fee service contract for Workers' Compensation Claims Administrative Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment (including computers and software), materials, supplies, and services and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner, all work set forth in Section C, *Statement of Work* (SOW).

**B.2 Obligation of Funds and Limitation of Government Financial Liability**

The amount of funds current obligated on the contract is **\$1,970,324.20**. The Government will incrementally obligate contract funds based upon the price of the initial transfer or data, the expected number and type of claims anticipated to be processed, and estimated reimbursable expenses. If, in the Contractor's judgment, the total amount of payments that will be due to the Contractor within the next 60 days will exceed the total funds obligated, the Contractor shall notify the Contracting Officer in writing. The Contractor has no obligation to perform and the Government has no obligation to pay for services in excess of the total funds obligated.

**B.3 Schedule**

a. CLIN0001 –Transition requirements as identified in C.2 (a) and the Contractor's approved Transition Plan.

**CLIN0001 – Price for Transition: \$60,000.00**

b. CLIN0002 thru CLIN0004 – The Contractor will be paid monthly to provide claim services for new claims based upon the rates set forth in Tables 1-3 of this section (see below). In the event that a claim is re-opened, no additional payment will be made. In the event that a medical only claim evolves into an indemnity claim, the Contractor shall invoice for the difference, if any, between the amounts previously invoiced and the higher unit price. In the event that an indemnity claim evolves into a medical claim, the Contractor shall off-set the amount of the difference on the next invoice. If there are no outstanding invoices, the Contractor shall reimburse DOE for the amount. Hearing loss claims shall be invoiced at a separate rate (see CLIN0004, Table 3, below).

**CLIN0002**

<b>New Indemnity Claims (Opened October 1, 2009 through September 30, 2014)</b>			
<b>Table 1</b>			
<b>CLIN Number and Fiscal Year</b>	<b>Indemnity Unit Total Price/Per Claim</b>	<b>75% Payment (For Opening of New Claim)</b>	<b>25% Payment (For Closure of Claim)</b>
CLIN0002A FY2010	<b>\$1700.00</b>	<b>\$1275.00</b>	<b>\$425.00</b>
CLIN0002B FY2011	<b>\$1785.00</b>	<b>\$1338.75</b>	<b>\$446.25</b>
CLIN0002C FY2012*	<b>\$1,875.25</b>	<b>\$1,405.69</b>	<b>\$468.81</b>
CLIN0002D FY2013*	<b>\$1,969.01</b>	<b>\$1,476.76</b>	<b>\$492.25</b>
CLIN0002E FY2014*	<b>\$2,067.46</b>	<b>\$1,550.60</b>	<b>\$516.87</b>

\* Option years - at the sole discretion of the Government.

**CLIN0003**

<b>New Medical Claims (Opened October 1, 2009 through September 30, 2014)</b>			
<b>Table 2</b>			
CLIN Number and Fiscal Year	Medical Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0003A FY2010	<b>\$900.00</b>	<b>\$675.00</b>	<b>\$225.00</b>
CLIN0003B FY2011	<b>\$945.00</b>	<b>\$708.75</b>	<b>\$236.75</b>
CLIN0003C FY2012*	<b>\$992.78</b>	<b>\$744.58</b>	<b>\$248.20</b>
CLIN0003D FY2013*	<b>\$1,042.42</b>	<b>\$781.81</b>	<b>\$260.61</b>
CLIN0003E FY2014*	<b>\$1094.54</b>	<b>\$820.91</b>	<b>\$273.64</b>

\* Option years - at the sole discretion of the Government.

**CLIN0004**

<b>New Hearing Claims (Opened October 1, 2009 through September 30, 2014)</b>			
<b>Table 3</b>			
CLIN and Fiscal Year	Hearing Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0004A FY2010	<b>\$1100.00</b>	<b>\$825.00</b>	<b>\$275.00</b>
CLIN0004B FY2011	<b>\$1,155.00</b>	<b>\$866.25</b>	<b>\$288.75</b>
CLIN0004C FY2012*	<b>\$1,212.75</b>	<b>\$909.56</b>	<b>\$303.19</b>
CLIN0004D FY2013*	<b>\$1,273.39</b>	<b>\$955.04</b>	<b>\$318.35</b>
CLIN0004E FY2014*	<b>\$1,337.06</b>	<b>\$1,002.79</b>	<b>\$334.27</b>

\*Option years - at the sole discretion of the Government.

c. CLIN0005 thru CLIN0007 – The Contractor will be paid monthly to provide claim services for runoff claims (claims transferred from the incumbent Contractor) based upon the rates set forth in Tables 4-6 of this Section (see below). The Contractor will not receive a payment for runoff claims until the claim is closed. In the event that a claim is re-opened, no additional payment will be made.

**CLIN0005**

<b>Transferred Indemnity Claims (opened prior to October 1, 2009)</b>		
<b>Table 4</b>		
CLIN Number and Fiscal Year	Payment (Transferred Indemnity Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0005 All years	N/A	<b>\$300.00</b>

**CLIN0006**

<b>Transferred Medical Claims (opened prior to October 1, 2009)</b>		
<b>Table 5</b>		
CLIN Number and Fiscal Year	Payment (Transferred Medical Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0006 All years	N/A	<b>\$170.00</b>

**CLIN0007**

<b>Transferred Hearing Claims (opened prior to October 1, 2009)</b>		
<b>Table 6</b>		
CLIN Number and Fiscal Year	Payment (Transferred Hearing Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0007 All years	N/A	<b>\$250.00</b>

**B.4 Reimbursable Expenses**

In addition to the fixed unit price payments due in accordance with section B.3 above, the Contractor shall be reimbursed on charges incurred pursuant to the following:

- a. CLIN0008 - ENERGY EMPLOYEES OCCUPATIONAL ILLNESS AND COMPENSATION PROGRAM (EEOICPA) related work – The Contractor shall be reimbursed after providing a separate monthly invoice for EEOICPA related work pursuant to Section C.5. Invoicing for EEOICPA work shall be billed at the rates specified in Table 7, below. See Section G.2 (b) for invoicing instructions.

**CLIN0008**

<b>EEOICPA Related Work</b>			
<b>Table 7</b>			
CLIN and Fiscal Year	Non-copying related hourly rate	CLIN and Fiscal Year	Price per photocopy
CLIN0008A FY2010	<b>\$70.00</b>	CLIN0008F FY2010	<b>\$.46</b>
CLIN0008B FY2011	<b>\$73.00</b>	CLIN0008G FY2011	<b>\$.48</b>
CLIN0008C FY2012*	<b>\$76.00</b>	CLIN0008H FY2012*	<b>\$.50</b>
CLIN0008D FY2013*	<b>\$79.00</b>	CLIN0008I FY2013*	<b>\$.52</b>
CLIN0008E FY2014*	<b>\$82.00</b>	CLIN0008J FY2014*	<b>\$.54</b>

\* Option years - at the sole discretion of the Government.

- b. CLIN0009 - Travel Expenses

Costs incurred by Contractor personnel for travel (e.g., airfare, lodging, mileage, subsistence and incidental expenses) shall be reimbursed at (not to exceed) the rates and amounts established by the Federal Travel Regulation (FTR). The Contractor will be reimbursed for travel and per diem expenses only when the travel is specifically authorized in advance by the Contracting Officer's Representative (COR). There will be no reimbursement for local travel costs. Reimbursement for travel costs shall be limited to the direct costs of travel and per diem expenses incurred by the Contractor. Contractor's invoice shall include attached copies of receipts for airfare, lodging, car rentals, and any incidental expenses.

- c. CLIN0010 – Medicare Section 111

The Contractor will be paid monthly to provide Medicare 111 required services for claims based upon the rates set forth in Table 8 below, pursuant to Section C.6. In the event that a claim has been previously opened by the contractor under CLIN0002 - 0007 under this contract or is re-opened under CLIN0010, no additional payment will be made. See Section G.2 (b) for invoicing instructions.

<b>Medicare Services for Claims                  (Opened December 1, 2010 through September 30, 2014)                  Table 8</b>	
CLIN Number and Fiscal Year	Medicare 111 Unit Total Price/Per Claim
CLIN0010A FY2010	<b>\$900.00</b>
CLIN0010B FY2011	<b>\$945.00</b>
CLIN0010C FY2012*	<b>\$990.00</b>
CLIN0010D FY2013*	<b>\$1,040.00</b>
CLIN0010E FY2014*	<b>\$1,090.00</b>

\* Option years - at the sole discretion of the Government.

**B.5 Payment of Performance Based Fee**

a. A performance-based fee will be determined in accordance with the provisions of this Section. The purpose of this fee is to incentivize superior and proactive customer service, including, communication, coordination, innovation, and overall commitment to excellence.

b. Procedures for Determination of the Performance Based Fee.

1. The total performance based fee available for specific performance objectives and criteria will be determined by the Contracting Officer (CO) and will be no greater than \$50,000 per year. The Contractor shall provide the Contracting Officer a written recommendation within 60 days after contract award for proposed standards and verification methods for evaluating the award fee. The Contracting Officer reserves the right to accept the standards and verification methods as-is or to unilaterally modify them. The Contractor will receive 0% of the award fee for simply meeting the contract requirements and up to 100% of the award fee for superior and proactive customer service including, communication, coordination, innovation, and overall commitment to excellence.

2. The Government Fee Determination Official (FDO) will be designated by the DOE Head of Contracting Authority (HCA). The determination as to the amount of earned performance-based fee shall be at the unilateral discretion of the Government FDO.

3. The Contractor shall submit to the Contracting Officer a self-assessment report within thirty (30) working days after the end of the annual performance period. The self-assessment report shall address both the strengths and weaknesses of the Contractor's performance. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's management during the review of the annual performance period. The Contracting Officer and FDO will be looking for the Contractor's realistic assessment of performance. The self-assessment will not be the sole basis for the performance based fee determination.

d. Performance-based fee earned can be invoiced following issuance of a Fee Determination awarded under Contracting Officer Letter. The Contracting Officer will forward the FDO fee determination annually. A determination shall be made by the Contracting Officer after receipt of the Contractor's self-assessment report

**Section C**

**Statement of Work**

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## **C.1 Introduction**

### **a. Purpose of the Hanford Site Workers' Compensation Program:**

The purpose of this Workers' Compensation Program at the Hanford Site is to provide workers' compensation coverage and benefits, to specified Contractor employees in accordance with the Revised Code of Washington (RCW) Title 51, the Washington Industrial Insurance Act, and all other applicable laws and regulations. The program is administered on behalf of DOE-RL through a contract with a third party administrator who processes all claims and provides all personnel, equipment, materials, supervision, transportation, training and other items necessary to perform these services.

### **b. Contract Requirements:**

This is a fixed unit price plus award fee services contract for workers' compensation claims services at the Hanford Site. The Contractor will provide services in the processing of workers' compensation claims (investigate, administer, adjust, process, and pay) for certain covered site Contractors (listed in Section J, Attachment J.1), and others as directed by the contracting officer (CO) or Contracting Officer's Representative (COR) in accordance with the Revised Code of Washington (RCW) Title 51, the Washington State Department of Labor and Industries (WSDL&I) Self Insurance Section Claims Administration Policy Manual, WSDL&I Workers' Compensation Manual – A Guide to Claims Adjudication in Washington State, as revised during contract performance, and the Washington State Code (WAC) 296, "Department of Labor and Industries."

The Contractor shall comply with all applicable Federal, State, and local requirements, and where these requirements differ, the Contractor shall comply with the more stringent requirement. Where established requirements do not exist, the Contractor shall provide workers' compensation services using current best practices in workers' compensation claims management and administration.

The Contractor shall furnish all personnel, facilities, equipment, materials and supplies required to accomplish the work under this contract, except for that specifically identified as provided by the Government.

### **c. Desired Outcomes – It is DOE's expectation that:**

1. All claims will be handled in a timely, courteous, and fair manner in accordance with RCW Title 51;
2. The Hanford Site Workers' Compensation Program is efficient and provides good value to DOE and the United States taxpayers; and
3. The Contractor shall provide exceptional customer service in the processing of claims to include providing all claimants' timely information that will help them gain a clear understanding of the workers' compensation adjudication process and the status of their claim(s) within the process.
4. The Contractor shall not only use the methods outlined in the SOW but also shall propose and help implement new and innovative ways of completing this requirement.

**C.2 Performance Requirements** – The Contractor shall accomplish the following tasks in accordance with all applicable laws and regulations, as well as additional performance requirements specified in C.3:

**a. Transition Requirements/Plan, CLIN0001** – The Contractor shall accomplish transition from the existing Contractor (Contract Claims Services, Inc.) between the date of contract award and September 30, 2009. During this transition period, the existing Contractor will be responsible for delivery of workers' compensation claims administrative services. The Contractor shall implement its proposed Transition Plan, as approved by the Contracting Officer. The transition plan will include, as a minimum, all necessary tasks and objectives, including the relocation of all files and records, milestones, planned staffing levels, provisions for written progress reports and in-process reviews. The plan shall display a commitment to a seamless transition of all claim files and historical data. Any claims management systems coding needed to ensure the transfer of the electronic data from DAVID Renaissance will be included in the fixed price for the transition.

**b. New Indemnity Claims Administration, CLIN0002** – The Contractor shall administer, process, investigate, adjust, and pay new indemnity claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**c. New Medical Claims Administration, CLIN0003** – The Contractor shall administer, process, investigate, adjust, and pay new medical claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**d. New Hearing Claims Administration, CLIN0004** - The Contractor shall administer, process, investigate, adjust, and pay new hearing claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**e. Transferred Indemnity Claims Administration, CLIN0005** - The Contractor shall administer, process, investigate, adjust, and pay transferred indemnity claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**f. Transferred Medical Claims Administration, CLIN0006** - The Contractor shall administer, process, investigate, adjust, and pay transferred medical claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**g. Transferred Hearing Claims Administration, CLIN0007** - The Contractor shall administer, process, investigate, adjust, and pay transferred hearing claims on behalf of DOE-RL. The Contractor shall provide all personnel, facilities, equipment, materials and supplies necessary to accomplish this work.

**C.3 Additional Performance Requirements for Claims Management**

**a. Integrated Claims Management Services**

The Contractor shall:

1. Open and establish a claim file upon notice of an industrial injury or occupational disease, which meets the definition of a compensable injury or occupational disease, as those terms are defined in the Revised Code of Washington (RCW) Title 51.08, and provide notification to the cognizant Hanford Site Contractor and Hanford Occupational Health Services provider within one (1) business day;
2. Be the designated keeper of the master claims log as required by WSDL&I;
3. Provide requested information to the Hanford Occupational Health Services provider to support facilitation of the claimant's timely return to work. Such information includes, information regarding claimant's work restrictions, disability status, and other information relating to the claimant's ability to perform Hanford Site jobs;
4. Notify the Contracting Officer or COR within one (1) business day upon receipt of a request for claims or contract related information by any person or entity other than the Contracting Officer or COR. The Contractor is prohibited from disclosing any information prior to Contracting Officer or COR written approval;
5. Notify the COR within three (3) business days of chemical or radiation exposure related claims and WSDL&I denial orders on those claims;
6. Obtain all required forms from the WSDL&I and distribute all required forms to the covered Hanford Site Contractors. (e.g., Self Insurer Accident Report);
7. Ensure diary reviews by claims adjusters; a minimum of every 30 days;
8. Provide authorization and payment for medical services for open/active claims in accordance with contract clause H.4, Claim Administration Payments;
9. Establish a method to capture any offsite medical treatment costs the Hanford Site Occupational Medical Provider has incurred that are associated with an accepted workers' compensation claim. These costs, if any, must be reported on the WSDL&I quarterly reports;
10. Claimant travel shall be reimbursed pursuant to applicable L&I regulations or pursuant to the current rates and amounts set for Government employees in the Federal Travel Regulations, whichever provides greater benefit to the claimants. Any exceptions must be approved by the COR in advance of payment. Claimants shall be reimbursed at the applicable per diem rate, and not be required to provide receipts for food. If medically necessary for a claimant to be accompanied by another person during the claimant's travel, the companion's travel and per diem shall also be reimbursed pursuant to the applicable rates, as specified in the above paragraph. The companion, if he/she is an employee of a DOE Hanford prime contractor or teaming partner, shall also be reimbursed for wages lost during travel. Lost wages for a companion who is not employed by a DOE Hanford prime contractor or teaming partner shall not be reimbursed.
11. When requested, provide covered Hanford Site Contractors with payment summaries on individual claims within twenty-four (24) hours of request;

12. Provide legal support, including reviewing claim files and initiating or defending litigation, pursuant to Section H.3 and the Legal Management Plan, when necessary;
13. Provide written recommendations to the COR requesting approval for independent medical examinations, physician(s) reviews, investigations, surveillances, and/or vocational rehabilitation services for all claims. Schedule services within fifteen (15) days of receipt of required COR approval;
14. Provide the option of cost containment programs, a medical preferred provider organization, and a prescription drug cost containment network;
15. Evaluate future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the COR;
16. Prepare and/or assist DOE staff with all appropriate responses to audits and inquiries of all regulatory agencies, reviews or other investigations as designated by the Contracting Officer or COR;
17. Have the ability to offer Electronic banking/direct deposit;
18. Use the claimant's assigned covered Hanford Site Contractor at the time of injury as the employer identifier code. The Contractor will be notified by the covered Hanford Site Contractor's workers' compensation representative of the identifier code;
19. Post the Contractor's Claims Administration Manual on its website within 60 days after contract award. The manual shall detail specific policies and procedures the Contractor will follow in the administration of Hanford Site workers' compensation claims. The Contractor shall update the manual throughout the contract period to reflect procedural or legal changes and provide notice to the COR of such updates or changes within 10 business days;
20. Shall provide queries and trend analysis from the electronic file system, as requested by the Contracting Officer or COR;
21. When a claim file is closed, maintain both the digital and hardcopy claims files according to WSDL&I and DOE disposition schedules (there is a moratorium on the destruction of all record material regardless of media type). All electronic and hardcopy claims files shall remain the property of DOE. Disposition of the claims materials will be at the direction and discretion of DOE; and
22. Upon termination of the contract between DOE RL and the Contractor, the Contractor shall continue to administer all claims until they can be transferred to a subsequent Contractor. The Contractor shall support DOL-RL through the transition process. Claims will be transferred in digital format and hard copy.

**b. Customer Service Orientation**

The Contractor shall:

1. Conduct periodic meetings as requested by DOE;

2. Provide a toll free telephone line accessible by DOE, all eligible Contractor employees (current and former), WSDL&I, covered Hanford Site Contractors, and providers of services. The telephone shall be answered by Contractor personnel during business hours (Monday through Friday, 0800 – 1700 (8:00 a.m. – 5:00 p.m.) Pacific Standard Time);
3. Ensure voice mail is available during non-business hours. The Contractor must provide a response to claims requests and voice mail messages within twenty four (24) hours of receipt, or the next business day, whichever is sooner;
4. Ensure at least eight (8) hours of service daily, Monday through Friday, 0800 – 1700 (8:00 a.m. – 5:00 p.m.) Pacific Time, at a fully staffed central processing office within the United States;
5. Ensure that all benefit payments are accompanied with a explanation of benefits to the injured worker or payee; and
6. Provide accurate and factual communication to, and coordination among, the COR, the claimant, the attending physician, the covered Hanford Site Contractor, the Hanford Occupational Medical Services provider, and any other entity involved in the management of a claim.

**c. Resolving Issues and Process Improvement**

The Contractor shall:

1. Provide a corrective action plan when issues and/or non-compliances in its internal procedures and/or industry standards are identified. The corrective action plan shall include all claims involved, the issues in question and written recommendations with schedule concerning resolution and/or appropriate action in accordance with the statutory provisions of the WSDL&I;
2. Provided a corrective action plan to the CO or COR within thirty (30) business days of knowledge of problem and/or non-compliance;
3. Assign one or more specific account executives as points of contact;
4. Establish a chain of command for resolution of problems and/or non-compliance. Any potential conflicts of interest, perceived or real, that arise with regard to the handling of any claim(s), the Contractor will immediately notify the CO or COR;
5. Provide proactive monitoring of all cases for the purpose of identifying, at the earliest possible opportunity, fraudulent conduct by claimants, providers, or others. The Contractor shall be responsible for investigating all such cases. The Contractor shall notify the COR of all possible fraud; and
6. The Contractor is responsible for reviewing policies and procedures as needed to develop new and innovative ways of enhancing the process, increasing efficiency and making these recommendations to DOE.

**d. Minimum Personnel Qualifications and Staffing Requirements**

1. The Contractor will provide exclusively dedicated case management personnel to this contract. The Contractor will not assign any other account nor assign any work to those dedicated personnel other than work pertaining to the DOE account. It is allowable to share the administrative staff, such as transcriptionists, receptionists, computer specialists, accounting personnel, medical bill review personnel, medical supervisor (RN), medical doctor, and mailroom personnel (support and administrative staff) with other units;
2. Limit the maximum case load to 125 per adjuster;
3. The Contractor will have a minimum of two adjudicators certified by the WSDL&I dedicated to this contract;
4. Ensure all chemical or radiation exposure related claims are adjudicated by an adjuster certified by the WSDL&I;
5. Ensure that a medical doctor is available to review and consult on medical documentation such as authorized treating and/or retained independent medical examinations and resolve complex medical questions, as necessary; and
6. Provide an in-house Registered Nurse (RN) case manager.

**C.4 Management and Oversight of Insurance Claim Number 8600434**

The Contractor shall provide case management services to include the coordination of medical care and processing of expense payments for Industrial Insurance Claim number 8600434. Claimant 8600434 was injured at Hanford in 1979 and sustained C5 tetraplegia (spinal cord injury). The claim has been closed and costs associated with the claim are not reportable to WSDL&I. The Contractor shall continue to manage the claim using WSDL&I "Medical Aid Rules and Fee Schedules". Exceptions to the Medical Aid Rules that are required for good medical practice in this case are in a 2004 Arbitration Award, which will be provided to the Contractor by DOE-RL after contract award.

**C.5 Processing of Energy Employees Occupational Illness Compensation Program Act (EEOICPA) CLAIMS, CLIN0008:**

a. The Contractor shall provide all required labor and materials necessary to compile and forward an electronic copy of individual Worker's Compensation records case files which have been requested by DOE-RL, pursuant to EEOICPA. Additional details for processing EEOICPA claims are as follows:

1. DOE-RL will periodically forward a list to the Contractor, via Email, of EEOICPA claimants. The Contractor shall search all files and databases for records pertaining to the listed claimants and notify DOE-RL within five days if the records exist.
2. The Contractor will compile copies of all individual case files, excluding information being withheld for legal reasons. If information is withheld, the Contractor shall indicate this in their transmittal.
3. The Contractor shall forward the case files to DOE-RL in a PDF/A electronic format within 30 days from the date of the original request. The Contractor shall provide documentation that a search was conducted for each individual using established criterion

along with a written description of the relevant record systems searched and the search criteria used (e.g., name, social security number, etc.).

b. DOE-RL will occasionally request that the Contractor provide information related to benefits paid for a specific illness related to an individual. This information shall include the final determination and an itemized account of the benefits paid to each benefit category (i.e. medical benefits, disability benefits, death benefits, settlement amount, attorney fees, vocational rehabilitation, and the amount of any disability payment issued during vocational rehabilitation training). The Contractor shall forward this information to DOE-RL in a PDF/A electronic form within five working days of the date of the request.

**C.6 Processing Section 111 of the Medicare, CLIN0010**

The Contractor shall ensure compliance with the mandatory reporting requirements for group health plan arrangements and for Liability Insurance (including Self-Insurance), No-Fault Insurance, and Workers' Compensation under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173), 42 U.S.C. 1395y(b)(7) & (8).

Under federal law, Medicare is designated as the secondary payer of claims made by people eligible for coverage under other insurance. On behalf of DOE-RL, the Contractor shall reimburse Medicare for any payments for which Hanford Site Workers' Compensation self-insurance is determined to be responsible.