AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3

2. AMENDMENT/MODIFICATION NO. 0022

3. EFFECTIVE DATE 07/01/2013

4. REQUISITION/PURCHASE REQ. NO. 13EM002124

5. PROJECT NO. *(If applicable)*

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

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

CODE 129467614 FACILITY CODE

(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

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

Net Increase: $176,663.10

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:
X	D. OTHER *(Specify type of modification and authority)* FAR 52.232-18 Availability of Funds and B2. Obligation of Funds and Limitation of Government Liability

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 0 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 022 obligates $176,663.10 in funding. The total obligated funding is increased by $176,663.10 from $3,577,324.20 to $3,753,987.30. Revised Section B.2, Obligation of Funds is attached.
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 US
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
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

16C. DATE SIGNED 07/10/2013

NAME OF OFFEROR OR CONTRACTOR
PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 FOB: Destination Period of Performance: 10/01/2009 to 09/30/2014 Change Item 00003 to read as follows(amount shown is the total amount):				
00003	CONTRACTOR WILL ADMINISTER THE HANFORD WORKERS' COMPENSATION PROGRAM AS THE THIRD PARTY ADMINISTRATOR ON BEHALF OF DOE. Line item value is:: $678,663.10 Incrementally Funded Amount: $678,663.10 Accounting Info: Fund: 01759 Appr Year: 2012 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: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: $0.00 Accounting Info: Fund: 01091 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25100 Program: 3184701 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: $0.00 Accounting Info: Fund: 01759 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0000000 Funded: $176,663.10				678,663.10

Section B **Supplies or Services and Prices**

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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 **$3,753,987.30**. 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

New Indemnity Claims (Opened October 1, 2009 through September 30, 2014) Table 1			
CLIN Number and Fiscal Year	Indemnity Unit Total Price/Per Claim	75% Payment (For Opening of New Claim)	25% Payment (For Closure of Claim)
CLIN0002A FY2010	**$1700.00**	**$1275.00**	**$425.00**
CLIN0002B FY2011	**$1785.00**	**$1338.75**	**$446.25**
CLIN0002C FY2012*	**$1,875.25**	**$1,405.69**	**$469.56**
CLIN0002D FY2013*	**$1,969.01**	**$1,476.76**	**$492.25**
CLIN0002E FY2014*	**$2,067.46**	**$1,550.60**	**$516.86**

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

CLIN0003

New Medical Claims (Opened October 1, 2009 through September 30, 2014) Table 2			
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	**$900.00**	**$675.00**	**$225.00**
CLIN0003B FY2011	**$945.00**	**$708.75**	**$236.75**
CLIN0003C FY2012*	**$992.78**	**$744.58**	**$248.20**
CLIN0003D FY2013*	**$1,042.42**	**$781.81**	**$260.61**
CLIN0003E FY2014*	**$1094.54**	**$820.91**	**$273.63**

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

CLIN0004

New Hearing Claims (Opened October 1, 2009 through September 30, 2014) Table 3			
CLIN and Fiscal Year	Hearing Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0004A FY2010	**$1100.00**	**$825.00**	**$275.00**
CLIN0004B FY2011	**$1,155.00**	**$866.25**	**$288.75**
CLIN0004C FY2012*	**$1,212,75**	**$909.56**	**$303.19**
CLIN0004D FY2013*	**$1,273.39**	**$955.04**	**$318.35**
CLIN0004E FY2014*	**$1,337.06**	**$1,002.79**	**$334.27**

*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

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

CLIN0006

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

CLIN0007

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

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

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

* 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.

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

* 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