

2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15EM000545	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	00601	7. ADMINISTERED BY (If other than Item 6) CODE	

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)	(x)	9A. AMENDMENT OF SOLICITATION NO.
PENSER NORTH AMERICA INC Attn: PHIL VALDENS 700 SLEATER KINNEY RD SE, SUITE B #170 LACEY WA 985138513		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003383
		10B. DATED (SEE ITEM 13) 09/15/2014
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.

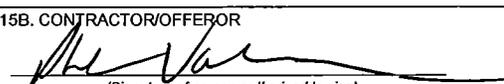
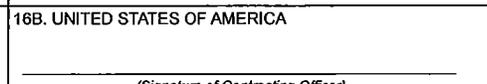
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)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

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 United States Department of Energy, Richland Operations Office (DOE-RL) has a need for a Third Party Administrator (TPA) for the Workers' Compensation Program (WCP) at the Department of Energy Hanford Site, located in Richland Washington.

This contract is subject to contract clause 52.232-18 Availability of Funds (Apr 1984). In accordance with mutual agreement of the parties, the purpose of this modification is to revise the ceilings of the base period values and total amounts for the following CLINS within the total amount on the contract: CLIN0001, CLIN0002, CLIN0005, CLIN0006, CLIN0009, and CLIN0013. This modification moves \$600.00 from CLIN0013 to CLIN009 and deletes CLIN0013. This is a net-zero dollar change.

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) Phil Valdens	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 1-2-15
	16B. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>
	16C. DATE SIGNED

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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)
	<p>This modification revises the following Contract Sections: H.1, H.10, and Section J - Table of Contents.</p> <p>This modification removes the following Contract Section: B.4(d).</p> <p>Details of this contract change are included on page 12 of this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Total Amount for this Modification: \$0.00 New Total Amount for this Award: \$4,345,531.38</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Description changed from CLIN0001 - New Indemnity Claims Base Period - CLIN0001A AND CLIN0001B 10/01/2014-09/30/2016 Base Period Value \$ 614,541.60 Option Year 1 - CLIN0001C 10/01/2016 - 09/30/2017 Option Year 1 Value \$330,280.36 Option Year 2 - CLIN0001D 10/01/2017 - 09/30/2018 Option Year 2 Value \$346,795.10 Option Year 3 - CLIN0001E 10/01/2018 - 09/30/2019 Option Year 3 Value \$370,344.52 Total Value with Base and all Options \$1,661,961.58</p> <p>Changed to CLIN0001 - New Indemnity Claims Base Period - CLIN0001A AND CLIN0001B 10/01/2014-09/30/2016 Base Period Value \$451,441.60 Option Year 1 - CLIN0001C 10/01/2016 - 09/30/2017 Option Year 1 Value \$330,280.36 Option Year 2 - CLIN0001D 10/01/2017 - 09/30/2018 Option Year 2 Value \$346,795.10 Option Year 3 - CLIN0001E 10/01/2018 - 09/30/2019 Option Year 3 Value \$370,344.52 Total Value with Base and all Options \$1,498,861.58</p> <p>Total Amount changed from \$1,661,961.58 to \$1,498,861.58</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Continued ...</p>				

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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)
	Description changed from CLIN0002 - New Medical Claims Base Period - CLIN0002A AND CLIN0002B 10/01/2014-09/30/2016 Base Period Value \$ 516,553.00 Option Year 1 - CLIN0002C 10/01/2016 - 09/30/2017 Option Year 1 Value \$277,813.76 Option Year 2 - CLIN0002D 10/01/2017 - 09/30/2018 Option Year 2 Value \$291,705.44 Option Year 3 - CLIN0002E 10/01/2018 - 09/30/2019 Option Year 3 Value \$306,289.95 Total Value with Base and all Options \$1,392,362.15 Changed to CLIN0002 - New Medical Claims Base Period - CLIN0002A AND CLIN0002B 10/01/2014-09/30/2016 Base Period Value \$418,053.00 Option Year 1 - CLIN0002C 10/01/2016 - 09/30/2017 Option Year 1 Value \$277,813.76 Option Year 2 - CLIN0002D 10/01/2017 - 09/30/2018 Option Year 2 Value \$291,705.44 Option Year 3 - CLIN0002E 10/01/2018 - 09/30/2019 Option Year 3 Value \$306,289.95 Total Value with Base and all Options \$1,293,862.15 Total Amount changed from \$1,392,362.15 to \$1,293,862.15 CHANGES FOR LINE ITEM NUMBER: 5 Description changed from CLIN0005 - Transferred Medical Claims Base Period - CLIN0005 10/01/2014 - 09/30/2016 Base Period Value \$8,000.00 Option Year 1 - CLIN0005 10/01/2016 - 09/30/2017 Option Year 1 Value \$4,000.00 Option Year 2 - CLIN0005 10/01/2017 - 09/30/2018 Option Year 2 Value \$ 4,000.00 Option Year 3 - CLIN0005 10/01/2018 - 09/30/2019 Option Year 3 Value \$4,000.00 Total Value with Base and all Options \$20,000.00 Changed to CLIN0005 - Transferred Medical Claims Base Period - CLIN0005 10/01/2014 - 09/30/2016 Base Period Value \$33,000.00 Option Year 1 - CLIN0005 10/01/2016 - 09/30/2017 Option Year 1 Value \$4,000.00 Option Year 2 - CLIN0005 10/01/2017 - 09/30/2018 Option Year 2 Value \$ 4,000.00 Continued ...				

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Option Year 3 - CLIN0005 10/01/2018 - 09/30/2019 Option Year 3 Value \$4,000.00 Total Value with Base and all Options \$45,000.00 Total Amount changed from \$20,000.00 to \$45,000.00 CHANGES FOR LINE ITEM NUMBER: 6 Description changed from CLIN0006 - Transferred Hearing Claims Base Period - CLIN0006 10/01/2014 - 09/30/2016 Base Period Value \$4,200.00 Option Year 1 - CLIN0006 10/01/2016 - 09/30/2017 Option Year 1 Value \$2,100.00 Option Year 2 - CLIN0006 10/01/2017 - 09/30/2018 Option Year 2 Value \$2,100.00 Option Year 3 - CLIN0006 10/01/2018 - 09/30/2019 Option Year 3 Value \$2,100.00 Total Value With base and all Options \$ 10,500.00 Changed to CLIN0006 - Transferred Hearing Claims Base Period - CLIN0006 10/01/2014 - 09/30/2016 Base Period Value \$42,900.00 Option Year 1 - CLIN0006 10/01/2016 - 09/30/2017 Option Year 1 Value \$2,100.00 Option Year 2 - CLIN0006 10/01/2017 - 09/30/2018 Option Year 2 Value \$2,100.00 Option Year 3 - CLIN0006 10/01/2018 - 09/30/2019 Option Year 3 Value \$2,100.00 Total Value With base and all Options \$49,200.00 Total Amount changed from \$10,500.00 to \$49,200.00 CHANGES FOR LINE ITEM NUMBER: 9 Description changed from CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014). Base Period - CLIN0009 10/01/2014 - 09/30/2016 Base Period Value \$101,500.00 Option Year 1 - CLIN0009 10/01/2016 - 09/30/2017 Option Year 1 Value \$50,750.00 Option Year 2 - CLIN0009 10/01/2017 - 09/30/2018 Option Year 2 Value \$50,750.00 Option Year 3 - CLIN0009 10/01/2018 - 09/30/2019 Option Year 3 Value \$50,750.00 Total Value with Base and all Options \$253,750.00 Changed to CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014). Base Period - CLIN0009 10/01/2014 - 09/30/2016 Continued ...				

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Base Period Value \$300,000.00 Option Year 1 - CLIN0009 10/01/2016 - 09/30/2017 Option Year 1 Value \$50,750.00 Option Year 2 - CLIN0009 10/01/2017 - 09/30/2018 Option Year 2 Value \$50,750.00 Option Year 3 - CLIN0009 10/01/2018 - 09/30/2019 Option Year 3 Value \$50,750.00 Total Value with Base and all Options \$452,250.00</p> <p>Total Amount changed from \$253,750.00 to \$452,250.00 Obligated Amount for this modification: \$600.00 Incremental Funded Amount changed from \$101,500.00 to \$102,100.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 13 Description changed from CLIN0013 - Hanford General Employee Training (HGET) Expenses Base Period - CLIN0013 10/01/2014 - 09/30/2016 Base Period Value \$600.00 Option Year 1 - CLIN0013 10/01/2016 - 09/30/2017 Option Year 2 - CLIN0013 10/30/2017 - 09/30/2018 Option Year 3 - CLIN0013 10/01/2018 - 09/30/2019</p> <p>Changed to CLIN0013 - Hanford General Employee Training (HGET) Expenses (Deleted)</p> <p>Total Amount changed from \$600.00 to \$0.00 Obligated Amount for this modification: -\$600.00 Incremental Funded Amount changed from \$600.00 to \$0.00</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>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>FOB: Destination Period of Performance: 10/01/2014 to 09/30/2016</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>CLIN0001 - New Indemnity Claims Base Period - CLIN0001A AND CLIN0001B 10/01/2014 - 09/30/2016 Base Period Value \$451,441.60 Option Year 1 - CLIN0001C 10/01/2016 - 09/30/2017 Option Year 1 Value \$330,280.36 Option Year 2 - CLIN0001D 10/01/2017 - 09/30/2018 Option Year 2 Value \$346,795.10 Option Year 3 - CLIN0001E 10/01/2018 - 09/30/2019 Option Year 3 Value \$370,344.52 Total Value with Base and all Options \$1,498,861.58 Line item value is:\$1,498,861.58 Incrementally Funded Amount: \$113,500.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111552 Project: 0001522 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 00922 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1721310 Project: 0000000 WFO: 0425299 Local Use: 0000000 Funded: \$0.00</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				1,498,861.58

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	<p>CLIN0002 - New Medical Claims Base Period - CLIN0002A AND CLIN0002B 10/01/2014 - 09/30/2016 Base Period Value \$418,053.00 Option Year 1 - CLIN0002C 10/01/2016 - 09/30/2017 Option Year 1 Value \$277,813.76 Option Year 2 - CLIN0002D 10/01/2017 - 09/30/2018 Option Year 2 Value \$291,705.44 Option Year 3 - CLIN0002E 10/01/2018 - 09/30/2019 Option Year 3 Value \$306,289.95 Total Value with Base and all Options \$1,293,862.15 Line item value is:\$1,293,862.15 Incrementally Funded Amount: \$80,000.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111552 Project: 0001522 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 00922 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1721310 Project: 0000000 WFO: 0425299 Local Use: 0000000 Funded: \$0.00</p> <p>Change Item 00005 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				1,293,862.15

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00005	<p>CLIN0005 - Transferred Medical Claims Base Period - CLIN0005 10/01/2014 - 09/30/2016 Base Period Value \$33,000.00 Option Year 1 - CLIN0005 10/01/2016 - 09/30/2017 Option Year 1 Value \$4,000.00 Option Year 2 - CLIN0005 10/01/2017 - 09/30/2018 Option Year 2 Value \$ 4,000.00 Option Year 3 - CLIN0005 10/01/2018 - 09/30/2019 Option Year 3 Value \$4,000.00 Total Value with Base and all Options \$45,000.00 Line item value is:\$45,000.00 Incrementally Funded Amount: \$8,000.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111552 Project: 0001522 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Change Item 00006 to read as follows (amount shown is the total amount):</p>				45,000.00
00006	<p>CLIN0006 - Transferred Hearing Claims Base Period - CLIN0006 10/01/2014 - 09/30/2016 Base Period Value \$42,900.00 Option Year 1 - CLIN0006 10/01/2016 - 09/30/2017 Option Year 1 Value \$2,100.00 Option Year 2 - CLIN0006 10/01/2017 - 09/30/2018 Option Year 2 Value \$2,100.00 Continued ...</p>				49,200.00

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Option Year 3 - CLIN0006 10/01/2018 - 09/30/2019 Option Year 3 Value \$2,100.00 Total Value With base and all Options \$49,200.00 Line item value is:\$49,200.00 Incrementally Funded Amount: \$4,200.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$0.00</p> <p>Change Item 00009 to read as follows (amount shown is the total amount):</p>				
00009	<p>CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014). Base Period - CLIN0009 10/01/2014 - 09/30/2016 Base Period Value \$300,000.00 Option Year 1 - CLIN0009 10/01/2016 - 09/30/2017 Option Year 1 Value \$50,750.00 Option Year 2 - CLIN0009 10/01/2017 - 09/30/2018 Option Year 2 Value \$50,750.00 Option Year 3 - CLIN0009 10/01/2018 - 09/30/2019 Option Year 3 Value \$50,750.00 Total Value with Base and all Options \$452,250.00 Line item value is:\$452,250.00 Incrementally Funded Amount: \$102,100.00</p> <p>Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00</p> <p>Accounting Info: Continued ...</p>				452,250.00

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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)
	Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2015 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111557 Project: 0001526 WFO: 0000000 Local Use: 0421395 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: \$600.00 Change Item 00013 to read as follows (amount shown is the total amount): 00013 CLIN0013 - Hanford General Employee Training (HGET) Expenses (Deleted) Line item value is:\$0.00 Incrementally Funded Amount: \$0.00 Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00 Accounting Info: Fund: 01759 Appr Year: 2014 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1720578 Project: 0000000 WFO: 0421567 Local Use: 0421395 Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Continued ...				0.00

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PENSER NORTH AMERICA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Accounting Info: Fund: 01250 Appr Year: 2013 Allottee: 34 Report Entity: 421601 Object Class: 25299 Program: 1111556 Project: 0001525 WFO: 0000000 Local Use: 0421395 Funded: -\$600.00				

SF30 BLOCK 14 CONTINUATION:

Modification 005 is a supplemental agreement which revises the following sections of the contract as follows:

1. This modification revises the ceilings of the base period values and the total amounts for the following CLINS within the total amount on the contract:
 - CLIN0001 - New Indemnity Claims (base period value changed from \$614,541.60 to \$451,441.60, total amount change from \$1,661,961.58 to \$1,498,861.58).
 - CLIN0002 - New Medical Claims (base period value changed from \$516,553.00 to \$418,053.00, total amount change from \$1,392,362.15 to \$1,293,862.15).
 - CLIN0005 - Transferred Medical Claims (base period value changed from \$8,000.00 to \$33,000.00, total amount change from \$20,000.00 to \$45,000.00).
 - CLIN0006 - Transferred Hearing Claims (base period value changed from \$4,200.00 to \$42,900.00, total amount change from \$10,500.00 to \$49,200.00).
 - CLIN0009 - Re-opened Legacy Hearing (base period value changed from \$101,500.00 to \$300,000.00, total amount change from \$253,750.00 to \$452,250.00).
 - CLIN0013 - Hanford General Employee Training (HGET) Expenses (base period value changed from \$600.00 to \$0.00, total amount change from \$600.00 to \$0.00).
2. This modification moves \$600.00 from CLIN0013 to CLIN009 and deletes CLIN0013. This is a net-zero dollar change.
3. This modification removes the following Contract Section: *B.4 (d) CLIN0013 Hanford General Employee Training (HGET) Expenses*. This is no longer a requirement of the contract because the Contractor will not need access to the site or the DOE network systems.
4. This modification revises the following Contract Sections: *H.1 DOE-H-1001 Ombudsman* (revises DOE contact person), *H.10 Workers' Compensation Litigation and Claims Support* (revises lettering in clause), and *Section J* (revises number of pages for attachments on table of contents).
5. This modification does not add additional funds to the contract. Accordingly, work under the contract, such as that described herein, must be performed within the amount of funds which have been incrementally allotted to the contract in accordance with *Contract Clause B.2 Obligation of Funds and Limitation of Government Financial Liability*.

All other terms and conditions remain unchanged. End of Modification No. 005

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES

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B.1	WORKERS' COMPENSATION CLAIMS ADMINISTRATIVE SERVICES	1
B.2	OBLIGATION OF FUNDS AND LIMITATION OF GOVERNMENT FINANCIAL LIABILITY	1
B.3	SCHEDULE.....	1
B.4	REIMBURSABLE EXPENSES	5

B.1 WORKERS' COMPENSATION CLAIMS ADMINISTRATIVE SERVICES

This is a fixed unit price 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, materials, supplies (except for items specifically identified as being provided by the Government), and services to perform 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 currently obligated on the contract is **\$397,000.00**

The Government will incrementally obligate contract funds based upon the price of the initial transfer of 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. Contract Line Item Number (CLIN) 0001 through CLIN0003 – The Contractor will be paid monthly to provide claim services for new claims (receipt of a Self-Insurer Accident Report (SIF-2)) based upon the rates set forth in Tables 1-3 of this section. The following applies to new claims:
 - If a claim is re-opened, no additional payment will be made.
 - If 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.
 - If 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.

Table 1 - CLIN0001 - New Indemnity Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN Number and Fiscal Year	Indemnity Unit Total Price/Per Claim	75% Payment (For Opening of New Claim)	25% Payment (For Closure of Claim)
CLIN0001A FY2015	\$2173.83	\$1630.37	\$543.46
CLIN0001B FY2016	\$2,279.37	\$1,709.53	\$569.84
CLIN0001C FY2017*	\$2,393.34	\$1,795.01	\$598.33
CLIN0001D FY2018*	\$2,513.01	\$1,884.76	\$628.25
CLIN0001E FY2019*	\$2,683.66	\$2,012.75	\$670.91

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

Table 2 - CLIN0002 - New Medical Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN Number and Fiscal Year	Medical Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0002A FY2015	\$1,149.27	\$861.95	\$287.32
CLIN0002B FY2016	\$1,206.73	\$905.05	\$301.68
CLIN0002C FY2017*	\$1,267.11	\$950.33	\$316.78
CLIN0002D FY2018*	\$1,330.47	\$997.85	\$332.62
CLIN0002E FY2019*	\$1,396.99	\$1047.74	\$349.25

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

Table 3 - CLIN0003 - New Hearing Claims (Opened October 1, 2014 through September 30, 2019)			
CLIN and Fiscal Year	Hearing Only Total Unit Price/Per Claim	75% Payment (Opening of New Claim)	25% Payment (Closure of Claim)
CLIN0003A FY2015	\$1,403.91	\$1,052.93	\$350.98
CLIN0003B FY2016	\$1,474.12	\$1,105.59	\$368.53
CLIN0003C FY2017*	\$1,547.83	\$1,160.87	\$386.96
CLIN0003D FY2018*	\$1,625.22	\$1,218.92	\$406.30
CLIN0003E FY2019*	\$1,706.48	\$1,279.86	\$426.62

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

- b. CLIN0004 through CLIN0006 – The Contractor will be paid monthly to provide claim services for active transferred claims based upon the rates set forth in Tables 4-6 of this Section and will not receive payment until the claim is closed.

Table 4 - CLIN0004 - Transferred Indemnity Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Indemnity Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0004 All years	N/A	\$400.00

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

Table 5 - CLIN0005 - Transferred Medical Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Medical Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0005 All years	N/A	\$250.00

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

Table 6 - CLIN0006 - Transferred Hearing Claims (opened prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Transferred Hearing Claims) per claim	Payment (Closure of Transferred Claims) per claim
CLIN0006 All years	N/A	\$300.00

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

- c. CLIN0007 through CLIN0009 – The Contractor will be paid monthly to provide claim services for Legacy Claims (those claims adjudicated and closed under a prior Third Party Administrator contractor or the Washington State (WA State) Department of Labor and Industries (L&I)) that re-open under CLIN0007 through CLIN0009 according to the rates set forth in Tables 7-9 of this Section.

The Contractor will not receive a payment for a re-opened Legacy Claim until the Legacy Claim is closed. Once the Legacy Claim(s) is closed, there will be no additional payment for a re-opening.

Table 7 - CLIN0007 – Re-opened Legacy Indemnity Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Indemnity Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0007 All years	N/A	\$300.00

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

Table 8 - CLIN0008 – Re-opened Legacy Medical Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Medical Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0008 All years	N/A	\$170.00

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

Table 9 - CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014)		
CLIN Number and Fiscal Year	Payment (Re-opening Legacy Hearing Claims) per claim	Payment (Closure of Re-opening Legacy Claims) per claim
CLIN0009 All years	N/A	\$250.00

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

B.4 REIMBURSABLE EXPENSES

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

- a. CLIN0010 - ENERGY EMPLOYEES OCCUPATIONAL ILLNESS AND COMPENSATION PROGRAM (EEOICPA) - Invoicing for EEOICPA work, pursuant to Section C.6, shall be billed at the rates specified in Table 10, below. See Section G.2 (b) for invoicing instructions.

Table 10 - CLIN0010 - EEOICPA Related Work (Processed October 1, 2014 through September 30, 2019)	
CLIN and Fiscal Year	Hourly Rate
CLIN0010A FY2015	\$85.00
CLIN0010B FY2016	\$88.00
CLIN0010C FY2017*	\$91.00
CLIN0010D FY2018*	\$94.00
CLIN0010E FY2019*	\$97.00

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

- b. CLIN0011 – Contractor 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 (CO). 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. See Section G.2(c) for invoicing instructions.

c. CLIN0012 – Required Services for Claims Under 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 11 below, pursuant to Section C.7. In the event that a claim has been previously opened by the contractor under CLIN0001 - 0009 under this contract, no additional payment will be made. See Section G.2 (a) for invoicing instructions.

Table 11 - CLIN0012 - Required Services for Claims Under Medicare Section 111 (Opened October 1, 2014 through September 30, 2019)	
CLIN Number and Fiscal Year	Medicare Section 111 Unit Total Price/Per Claim
CLIN0012A FY2015	\$500.00
CLIN0012B FY2016	\$530.00
CLIN0012C FY2017*	\$560.00
CLIN0012D FY2018*	\$590.00
CLIN0012E FY2019*	\$620.00

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

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 DOE-H-1001 OMBUDSMAN

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.
- (b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, Melissa D. Rider, Acquisition and Project Management, EM-51/Forrestal Building U.S. Department of Energy 1000 Independence Ave., SW Washington, D.C. 20585 Phone: 202-586-5821, E-mail: melissa.rider@em.doe.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the Contracting Activity may be referred to the DOE ombudsman, Melissa D. Rider, Phone: 202-586-5821 E-mail: melissa.rider@em.doe.gov.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

H.2 DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each

other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

- (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.

- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may precede in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.

(End of clause)

H.3 DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES

The Government may award contracts for onsite work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

H.4 DOE-H-1040 LOBBYING RESTRICTIONS (APPROPRIATIONS ACT 2013)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

H.5 DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS MAY 2011 (TAILORED)

Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and wellbeing of its Federal employees and contractor service providers. As a service provider to DOE you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

Alternative Fueled Vehicles and Alternative Fuels
Biobased Content Products (USDA Designated Products)
Energy Efficient Products
Non-Ozone Depleting Alternative Products
Recycled Content Products (EPA Designated Products)
Water Efficient Products (EPA WaterSense Labeled Products)

You should familiarize yourself with these information resources:

Recycled Products are described at <http://www.epa.gov/cpg>
Biobased Products are described at <http://www.biopreferred.gov/>
Energy efficient products are at <http://www.energystar.gov/products> for Energy Star products and FEMP designated products are at <http://energy.gov/eere/femp/energy-efficient-product-procurement>
Environmentally Preferable Computers are at <http://www.epeat.net>
Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>
Water efficient plumbing fixtures at <http://epa.gov/watersense>

In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

H.6 KEY PERSONNEL

- a. The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the Contracting Officer (CO) within 30 days or as soon as practicable; (2) submit justification (including proposed personnel) in sufficient detail to permit evaluation of the impact on this Contract; and (3) obtain the Contracting Officer's written approval.

- b. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.
- c. Key personnel for services are as follows and will be inserted in below table from successful Offeror upon award:

<u>Name</u>	<u>Title</u>
<u>Phil Valdens</u>	<u>President-Account Management – DOE Team</u>
<u>Patty Hicks</u>	<u>Claims Supv.-Program Mgr-DOE Team (WA Certified)</u>
<u>Lesley Hull</u>	<u>Sr. Claim Rep.-DOE Team (WA Certified)</u>
<u>Julie Haakenson</u>	<u>Sr. Claim Rep.-DOE Team</u>
<u>Desiree Rust</u>	<u>Claims/Administrative Asst.- DOE</u>
<u>Jon Manthos</u>	<u>RN- Nurse Case Manager – DOE Team</u>

H.7 ASSIGNMENT OF THIS CONTRACT

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

H.8 DOE-H-1069 TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011) (TAILORED)

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

- (a) Within fifteen (15) days after contract award, the Contractor and the outgoing contractor shall jointly prepare a detailed and comprehensive mutually agreed upon plan for the phase-out and phase-in of operations. This plan shall specify a training and orientation program to cover each phase of the scope of work covered by the contract. After completion the outgoing contractor will maintain full responsibility for such work until assumption thereof by the Contractor. Execution of the proposed plan or any part thereof shall be accomplished in accordance with the Contracting Officer's direction and approval.
- (b) At the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in coordinated manner with the successor contractor. The Contractor shall cooperate with the successor contractor and Government

with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(c) This clause shall apply to subcontracts as approved by the Contracting Officer.

H.9 DOE-H-1079 MANDATORY CHANGE ORDER ACCOUNTING

- (a) In accordance with FAR 52.243-6, the Contractor must establish change order accounting for each change or series of related changes whose estimated cost exceeds \$100,000.
- (b) The Government has no obligation under this clause or any other term or condition of this contract to remind the Contractor of its obligations under this clause. The Government may or may not, for example, refer to this clause when issuing change orders.
- (c) If the Contractor separately identifies costs in its invoices that pertain to the changed work, the Contractor may invoice costs for both changed work and other work in the same invoice.
- (d) If the Contractor fails to provide an adequate, auditable definitization proposal within 120 days of the Contracting Officer's request for such proposal, the Government may consider some or all of the associated bid and proposal costs to be unallowable.
- (e) If the Contractor fails to comply fully with the requirements of this clause, the Government may reflect the Contractor's failure in its-
 - (1) determination of otherwise earned fee under the contract; and/or
 - (2) past performance evaluation of the Contractor's performance.

H.10 WORKERS' COMPENSATION LITIGATION AND CLAIMS SUPPORT

- a. Whenever necessary to effectively administer workers' compensation claims under this Contract, the Contractor may, with the prior written authorization of the Contracting Officer or COR, and shall, upon the written request of the Government, initiate and/or defend litigation against third parties, including proceedings before administrative agencies, in connection with workers' compensation claims administered under this contract.
- b. The Contractor shall give the Contracting Officer or COR immediate notice in writing of any action, including any proceeding before any administrative agency, filed regarding any workers' compensation claim administered by the Contractor in the performance of this Contract. Except as otherwise directed by the Contracting Officer, in writing, the Contractor shall furnish immediately to the Contracting Officer or COR copies of all pertinent papers received by the Contractor with respect

- to such action.
- c. If any workers' compensation suit or action is filed or any claim is made, the Contractor shall:
 1. Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
 2. Authorize Government representatives to collaborate with, (i) in-house or approved outside counsel in settling or defending the claim, or (ii) counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and,
 3. Authorize Government representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the DOE, when the liability is not insured or covered by bond. In any action against more than one DOE Contractor, the DOE may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's expense, be associated with the DOE representatives in any such claim or litigation.
 - d. Prior to participating in settlement discussions or alternative dispute resolution regarding any workers' compensation litigation arising under this Contract, the Contractor shall seek written approval by the Contracting Officer. The Contractor's retained counsel shall provide justification for any proposed settlement or alternative dispute resolution via the Contractor to the Department of Energy Richland Operations Chief Counsel. Contractor shall provide the justification in sufficient time prior to the proposed settlement discussions or alternative dispute resolution to allow for Contracting Officer review and approval.
 - e. When any worker' compensation litigation arising under this Contract or the successor contract is settled, the Contractor must provide a copy of the executed settlement agreement within seven (7) days of execution.
 - f. The Contractor shall submit to the Contracting Officer, to the extent and in the manner directed by the Contracting Officer, any bonds and insurance maintained by the Contractor in connection with the performance of this contract.
 - g. The Contractor shall submit an engagement letter to retain legal counsel expected to provide \$25,000 or more in legal services for a particular matter and submit a copy of correspondence relating to the required elements below, including correspondence from retained legal counsel addressing any of the issues/required elements to the Contracting Officer prior to initiating any expense. The engagement letter must require retained legal counsel to assist the Contractor in complying with this clause. The required elements are as follows:

1. A process for review and documented approval of all billing by a Contractor representative, including the timing and scope of billing reviews.
2. A statement that provision of records to the Government is not intended to constitute a waiver of any applicable legal privilege, protection, or immunity with respect to disclosure of these records to third parties. (An exemption for specific records may be obtained where Contractors can demonstrate that a particular situation may provide grounds for a waiver.)
3. A requirement that the Contractor, DOE, and the Government Accountability Office, have the right upon request, at reasonable times and locations, to inspect, copy, and audit all records documenting billable fees and costs.
4. A statement that all records must be retained for a period of six (6) years and three (3) months after the final payment or after final case disposition, whichever is later.
5. The Contractor shall obtain the following information from the retained counsel:
 - a. Identification of all attorneys and staff who are assigned to the matter and the rate and basis of their compensation (i.e., hourly rates, fixed fees, contingency arrangement) and a process for obtaining approval of temporary adjustments in staffing levels or identified attorneys.
 - b. An initial assessment of the matter, along with a commitment to provide updates as necessary.
 - c. A description of billing procedures, including frequency of billing and billing statement format.
6. The Contractor shall obtain retained counsel's agreement to the following:
 - a. That in significant matters a staffing and resource plan for the conduct of the matter must be submitted by the retained legal counsel to the Contractor.
 - b. That alternative dispute resolution must be considered at as early a stage as possible where litigation is involved.
 - c. That retained counsel must comply with the cost guidelines included in this clause.
 - d. That professional conflicts of interest issues must be identified and addressed promptly.
- h. All costs determined to be allowable are reimbursable for actual costs only, with no overhead or surcharge adjustments. All costs covered by this clause are subject to

- audit by the DOE, its designated representative or the General Accounting Office. The standard for cost reasonableness determinations, one of the criteria for an allowability determination, is contained in the Federal Acquisition Regulation (FAR) 31.201–3. The FAR in full text is available at: <http://farsite.hill.af.mil/>.
- i. The following categories of costs are unallowable and the Contractor shall not be reimbursed:
 1. Specific categories of unallowable costs are contained in the cost principles at FAR Part 31 and Department of Energy Acquisition Regulation (DEAR) Part 931. See also 41 U.S.C. 256(e). The DEAR in full text is available at: <http://farsite.hill.af.mil/>.
 2. Costs incurred for entertainment or alcoholic beverages. See FAR 31.205–14 and 31.205–51 and 41 U.S.C. 256(e).
 3. Costs that are customarily or already included in billed hourly rates are not separately reimbursable.
 4. Interest charges that a Contractor incurs on any outstanding (unpaid) bills from retained legal counsel are not reimbursable.
 5. Costs for which the Contractor has failed to insure or to maintain insurance as required by law, this Contract, or by written direction of the Contracting Officer.
 - j. Fees are determined to be unreasonable as follows:
 1. Whether the lowest reasonably achievable fees or rates (including any currently available or negotiable discounts) were obtained from retained legal counsel;
 2. Whether lower rates from other firms providing comparable services were available;
 3. Whether alternative rate structures such as flat, contingent, and other innovative proposals, were considered;
 4. The complexity of the legal matter and the expertise of the law firm in this area; and
 5. The factors listed in the Legal Management Plan (LMP).
 - k. All invoices for legal services provided pursuant to this Contract shall be submitted to the COR for review and approval by the COR and DOE-RL legal counsel prior to payment.

1. An LMP must be delivered to the Contracting Officer within 60 days following contract award (reference Table F.3). The LMP is subject to the Contracting Officer's approval and will become Attachment J.4 to Section J. The approved LMP must include the following items:
 1. A description of the legal matters that may necessitate handling by retained legal counsel.
 2. A discussion of the factors the Contractor must consider in determining whether to handle a particular matter utilizing retained legal counsel.
 3. An outline of the factors the Contractor must consider in selecting retained legal counsel, including:
 - a. Competition;
 - b. Past performance and proficiency shown by previously retained counsel;
 - c. Particular expertise in a specific area of the law;
 - d. Familiarity with the Department's activity at the Hanford Site and the prevalent issues associated with facility history and current operations;
 - e. Location of retained legal counsel relative to:
 1. The Hanford Site,
 2. Any forum in which the matter will be processed, and
 3. Where a significant portion of the work will be performed;
 - f. Experience as an advocate in alternative dispute resolution procedures such as mediation;
 - g. Actual or potential conflicts of interest;
 - h. The means and rate of compensation (*e.g.*, hourly billing, fixed fee, blended fees, etc.), and
 - i. A description of:
 1. The system that the Contractor will use to review each case to determine whether and when alternative dispute resolution is appropriate;
 2. The role of in house counsel in cost management;

3. The Contractor's process for review and approval of invoices from outside law firms or consultants;
 4. The Contractor's strategy for interaction with, and supervision of, retained legal counsel;
 5. How appropriate interaction with the Contracting Officer and DOE-RL counsel will be ensured; and,
 6. The Contractor's corporate approach to legal decision making.
- j. Costs for the following require specific justification or advance written approval from the Contracting Officer to be considered for reimbursement:
1. Computers or general application software, or non-routine computerized databases specifically created for a particular matter;
 2. Charges for materials or non-attorney services exceeding \$5,000;
 3. Secretarial and support services, word processing, or temporary support personnel;
 4. Attendance by more than one person at a deposition, court hearing, interview or meeting;
 5. Expert witnesses and consultants;
 6. Trade publications, books, treatises, background materials, and other similar documents;
 7. Professional or educational seminars and conferences;
 8. Preparation of bills or time spent responding to questions about bills from either the Department or the Contractor;
 9. Food and beverages when the attorney or consultant is not on travel status and away from the home office;
 10. Pro hac vice admissions; and
 11. Time charged for law students' or interns' services.

k. Travel

1. Travel and related expenses must at a minimum comply with the restrictions set forth in 48 CFR 31.205–46, or 48 CFR (DEAR) 970.3102–05–46, as appropriate, to be reimbursable.
2. Travel time may be allowed at a full hourly rate for the portion of time during which retained legal counsel performs legal work for which it was retained; any remaining travel time shall be reimbursed at 50 percent of the full hourly rate, except that in no event will travel time spent working for other clients be allowable. Also, for long distance travel that could be completed by various methods of transportation, e.g., car, train, or plane, costs charged by retained legal counsel or any agent of retained legal counsel will be considered reasonable only if the individuals charge no more travel time than it would take to utilize the fastest mode of transportation that is cost-effective.

l. Invoice format:

Contractor Litigation and Legal Costs, Model Bill Certification and Format

1. Certification. Bills or invoices should contain a certification signed by a representative of the retained legal counsel to the effect that:

“Under penalty of law, [the representative] acknowledges the expectation that the bill will be paid by the Contractor and that the Contractor will be reimbursed by the Federal Government through the U.S. Department of Energy, and, based on personal knowledge and a good faith belief, certifies that the bill is truthful and accurate, and that the services and charges set forth herein comply with the terms of engagement and the policies set forth in the Department of Energy's regulation and guidance on Contractor legal management requirements, and that the costs and charges set forth herein are appropriate and related to representation of the client.”

2. Model Bill Format

FOR FEES					
Date of Service	Description of Service	Name or Initials of Attorney	Approved Rate	Time Charged	Amount (Rate * Time)
See Note 1					

FOR DISBURSEMENTS		
Date	Description of Disbursement	Amount
See Note 2		

Note 1—Description of Service:

All fees must be itemized and described in sufficient detail and specificity to reflect the purpose and nature of the work performed (*e.g.*, subject matter researched or discussed; names of participants of calls/meetings; type of documents reviewed).

Note 2—Description of Disbursement:

Description should be in sufficient detail to determine that the disbursement expense was in accordance with all applicable Department policies on reimbursement of Contractor legal costs and the terms of engagement between the Contractor and the retained legal counsel. The date the expense was incurred or disbursed should be listed rather than the date the expense was processed. The following should be itemized: copy charge (*i.e.*, number of pages times a maximum of 15 cents per page); fax charges (date, phone number and actual amount); overnight delivery (date and amount); electronic research (date and amount); extraordinary postage (*i.e.*, bulk or certified mail); court reporters; expert witness fees; filing fees; outside copying or binding charges; temporary help (assuming prior approval).

Note 3—Receipts:

Receipts for all expenses equal to or above \$75 must be attached.

H.11 CLAIM ADMINISTRATION PAYMENTS

The Contractor shall make payments from a letter of credit to administer the workers' compensation claims. Examples could include payments for time loss, independent medical examinations, permanent partial disability awards, outside counsel, vocational rehabilitation consultation, etc. The Contractor will not be required to provide funds to cover these payments. If, in the Contractor's judgment, the total amount of payments that will be disbursed from the account within the next 30 days will exceed the total funds available, the Contractor shall notify the Contracting Officer in writing. In no case will the Contractor issue checks in excess of the funds available.

H.12 INTERFACE WITH THE HANFORD SITE OCCUPATIONAL MEDICAL SERVICES PROVIDER

The Occupational Medical Services Provider for the Hanford Site may assist with case management services, nursing, vocational rehabilitation, work hardening, physical examinations, return-to-work determinations, first aid, and other occupational medical services. The Occupational Medical Services Provider may serve as the medical liaison between the Contractor, the employee, the employee's personal physician and the employer.

DOE directives and Orders require employees who experience lost time injuries or illnesses to receive a medical clearance evaluation through the Occupational Medical Services Provider prior to their return to work.

H.13 CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted with the offer for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.14 FINES, PENALTIES AND ERRONEOUS PAYMENTS

- a. In the event DOE is assessed a fine or penalty by the State of Washington pursuant to the Revised Code of Washington (RCW) Title 51, or any other entity and DOE determines that the penalty was assessed because of action or inaction on the part of the Contractor, the Contractor shall be liable to DOE for the penalty amount.
- b. The Contractor shall be responsible and held liable for erroneous payments and overpayment caused by the Contractor. The Contractor will also be responsible and held liable if it causes DOE to make erroneous payments or overpayments.
- c. The Contractor shall off-set the amount of fines, penalties and erroneous payments against any amounts due. If there are no outstanding invoices, the Contractor shall reimburse DOE for the amount of the penalty. DOE will not reimburse the Contractor for fines or penalties imposed against the Contractor.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

ATTACHMENT	DESCRIPTION	PAGES
J.1	COVERED SITE CONTRACTORS/SUBCONTRACTORS	3
J.2	HARDWARE AND SOFTWARE SYSTEM REQUIREMENTS	2
J.3	WAGE DETERMINATION	9
J.4	LEGAL MANAGEMENT PLAN	5
J.5	CONTINUITY OF OPERATIONS PLAN	1
J.6	LIST OF APPLICABLE DOE DIRECTIVES AND CONTRACTOR REQUIREMENTS DOCUMENTS	1