

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   2
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE 03/18/2016	4. REQUISITION/PURCHASE REQ. NO. 16AU000068	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6)	CODE
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.
CODE 129467614			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003383
			10B. DATED (SEE ITEM 13) 09/15/2014
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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:	\$5,000.00

**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) Unilateral, FAR 52.232-18 Availability of Funds/Contract Clause B.2 Obligation of Funds

**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.)**

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). This modification provides \$5,000.00 (appropriated) of incremental funding to CLIN 0010 Energy Employees Occupational Illness and Compensation Program Act. The total obligation for this contract is increased by \$5,000.00 from \$1,486,440.00 to \$1,491,440.00 which the contractor exceeds at its own risk. The total amount of the contract remains \$4,345,531.38.

This modification updates Contract Section B.2 (attached).

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Marcy J. Aplet-Zelen	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	03/18/2016
		_____ (Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0003383/0012

PAGE OF  
2 2

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>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action New Total Amount for this Award: \$4,345,531.38 Obligated Amount for this Modification: \$5,000.00 New Total Obligated Amount for this Award: \$1,491,440.00 Incremental Funded Amount changed: from \$1,486,440.00 to \$1,491,440.00 CHANGES FOR LINE ITEM NUMBER: 10 Obligated Amount for this modification: \$5,000.00 Incremental Funded Amount changed from \$8,000.00 to \$13,000.00</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>				

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES**

**TABLE OF CONTENTS**

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

## **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 \$1,486,440.001,491,440.00.

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.

<b>Table 1 - CLIN0001 - New Indemnity Claims (Opened October 1, 2014 through September 30, 2019)</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>
CLIN0001A FY2015	<b>\$2173.83</b>	<b>\$1630.37</b>	<b>\$543.46</b>
CLIN0001B FY2016	<b>\$2,279.37</b>	<b>\$1,709.53</b>	<b>\$569.84</b>
CLIN0001C FY2017*	<b>\$2,393.34</b>	<b>\$1,795.01</b>	<b>\$598.33</b>
CLIN0001D FY2018*	<b>\$2,513.01</b>	<b>\$1,884.76</b>	<b>\$628.25</b>
CLIN0001E FY2019*	<b>\$2,683.66</b>	<b>\$2,012.75</b>	<b>\$670.91</b>

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

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

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

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

\*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.

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

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

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

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

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

\* 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.

<b>Table 7 - CLIN0007 – Re-opened Legacy Indemnity Claims (closed prior to October 1, 2014)</b>		
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	<b>\$300.00</b>

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

<b>Table 8 - CLIN0008 – Re-opened Legacy Medical Claims (closed prior to October 1, 2014)</b>		
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	<b>\$170.00</b>

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

<b>Table 9 - CLIN0009 - Re-opened Legacy Hearing Claims (closed prior to October 1, 2014)</b>		
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	<b>\$250.00</b>

\* 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.

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

\* 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.

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

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