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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE | PAGE 1 OF 7 PAGES |
| 2. AMENDMENT/MODIFICATION NO. A010 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 06-07RL14661.001 & 06-07RL14661.002 | 5. PROJECT NO. (if applicable) | | |
| 6. ISSUED BY 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) Same as item 6. Contracting POC: Richard A. Stimmel (509) 376-2882 | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) CCSI, L.P. 300 East Royal Lane Suite 200 Irving, TX 75039 ATTN: Lisa McManus | | | | (4) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | | | 9B. DATED (SEE ITEM 11) |
| | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-05RL14661 |
| | | | | | 10B. DATED (SEE ITEM 13) 08/23/2004 |
| CODE | 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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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)

| | |
|--|------------------------------|
| 00555 0421503 1720578 10,000.00 25200 421601 0000000 | EBOICPA funding \$ 10,000.00 |
| 00555 0421503 1720578 300,000.00 25200 RL 0000000 | RL funding \$300,000.00 |

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| (4) 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 Changes Clause & Mutual Agreement of Parties |
| D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Reasons for Modification: To make changes to Statement of Work (SOW) and to add funds to contract.

a. The contract amount is increased by \$310,000.00 from \$1,210,676.23 to \$1,520,676.23.

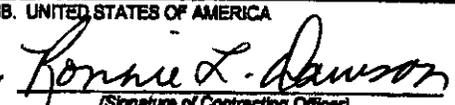
b. To correct errors in the Statement of Work and to delete the requirement for Recording Equipment, Paragraphs C.2.i and H.8 paragraph 2 are changed.

c. Paragraphs C.2.q, C.2.r and H.9, 2nd paragraph on page H-11 are deleted due to the Recording Equipment being deleted and the error in identifying a Quality Assurance Surveillance Plan.

d. Paragraphs B.4a and C.2t are added to identify EBOICPA work required by the contractor.

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.

| | |
|---|---|
| 18A. NAME AND TITLE OF SIGNER (Type or print) Lisa M McManus, President | 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronnie L. Dawson |
|---|---|

| | | | |
|--|--|---|--|
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | 15C. DATE SIGNED 21 FEB 2007 | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 21 FEB 2007 |
|--|--|---|--|

- e. Page F-2 is changed to reflect correct performance period and Reporting Requirements in paragraph F.3.
- f. Page F-3 is deleted entirely due to information being moved to Page F-2 at an earlier time.
- g. Identified changes are shown on attached replacement pages B-3, C-3, C-4, F-2, H-10 and H-11.

| Transferred Indemnity Claims (prior to October 1, 2004) | | |
|--|---|--|
| Table 3 | | |
| Fiscal Year | Payment (Transferred Indemnity Claims) per claim | Payment (Closure of Transferred Claims) per claim |
| FY2000 | N/A | \$197.00 |
| FY2001 | N/A | \$207.80 |
| FY2002 | N/A | \$219.20 |
| FY2003 | N/A | \$231.40 |
| FY2004 | N/A | \$243.00 |

| Transferred Medical Claims (prior to October 1, 2004) | | |
|--|---|--|
| Table 4 | | |
| Fiscal Year | Payment (Transferred Medical Claims) per claim | Payment (Closure of Transferred Claims) per claim |
| FY2000 | N/A | \$108.00 |
| FY2001 | N/A | \$114.00 |
| FY2002 | N/A | \$120.20 |
| FY2003 | N/A | \$126.80 |
| FY2004 | N/A | \$133.00 |

Total contract estimate thru 30 Sept 2007 is \$ 1,521,519.00. This is an estimate only and the actual amount will be based upon the amount of claims processed as described above.

B.4 Reimbursable Expenses

In addition to the payments due in accordance with paragraph B.3 above, the Contractor shall also be paid those charges that have been incurred pursuant to Special Contract Requirement H.5, Reimbursable Expenses, H.6 Workers' Compensation Litigation and Claims Support and Reimbursable Costs, and H.7, DOE's Claimant Benefit Payment Account.

- a. **ENERGY EMPLOYEES OCCUPATIONAL ILLNESS AND COMPENSATION PROGRAM (EEOICPA) related work.** Contractor shall be reimbursed after providing a monthly invoice for documentation to Department of Labor for EEOICPA related work. Invoicing for EEOICPA copying work shall be billed at the rate of \$.25 per page. Invoicing for non-copying work associated with EEOICPA shall be billed at the rate of \$35.00 per hour. Contractor's invoice shall clearly show the number of copies made and the number of hours used in performing this work. See Statement of Work, paragraph C.2t for details on the EEOICPA requirement which relates to this reimbursable expense.

- f. provide legal counsel to internal staff as necessary;
- g. provide Registered Nurse (RN) case manager review of medical reports, treatment, or examination and to consult with claimant's authorized treating and/or retained independent medical examinations (IME)/medical examinations (ME) physician(s) to resolve medical questions;
- h. provide written recommendations to DOE requesting approval for IMEs, investigations, and/or vocational rehabilitation services for specific claims; upon approval make the necessary arrangements for such services;
- i. notify DOE of any trends or weaknesses identified through performance of this contract;
- j. provide reports and information regarding individual industrial injury and illness claims to DOE, covered site contractors and others as designated by the CO;
- k. evaluate future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the responsible contractor and DOE;
- l. maintain electronic claims files in David/Renaissance database accessible by DOE and others designated by the CO. The individual covered site contractors shall have access to only those portions of the database containing information on the specific claims of their employees. The contractor shall provide training sufficient to enable all parties to operate the system effectively;
- m. conduct monthly meetings with covered site contractors separately to discuss status on open claims. At these monthly meetings the contractor shall be prepared to give complete details on any open claims;
- n. conduct periodic meetings as requested by DOE to discuss matters of general interest to all covered site contractors;
- o. cooperate in audits, reviews or other investigations as designated by the CO;
- p. manage claims that have received a Positive Physicians Panel Determination (PPPD) through the DOE-HQ Office of Worker Advocacy in support of the Energy Employees Occupational Illness Compensation Program Act (any other condition that is identified in an open claim shall be processed in accordance with RCW 51) for claims up to the amendment of the EEOICPA Act, effective October 28, 2004. For claims from October 28, 2004 through contract expiration, the amendment replaced Part D of EEOICPA with Part E. Part E will be administered by the Department of Labor Division of EEOICPA (effective January 24, 2005 per Modification M001).
- q. Deleted, M010
- r. Deleted, M010
- s. Provide reports to contractor/subcontractor's covered under DOE's self-insurance. The reports will include; 1) Status Report of Individual Claims by Contractor/ Subcontractor; Name; Claim Numbers, Nature/Type of Injury, Date of Injury; Benefits/Costs Paid. Provided monthly. 2) Open Case Liability Estimate Report by Contractor/ Subcontractor; List of claims by contractor with reserves; amounts of outstanding reserves; and paid reserves. Provided monthly. 3) Report by Contractor/ Subcontractor; Numbers and

costs of injuries by injury types/nature, etc; average length of claims, claims costs by received year and claims cost by nature of injury provided bi-annually. 4) Annual Statistics Report of Claims; Numbers and costs of claims by injury types/nature, etc; average length of claims by contractor provided annually. This list of reports does not exempt CCSI from any reports required under RCW 51.

- t. Processing of EEOICPA CLAIMS: ENERGY EMPLOYEES OCCUPANTIONAL ILLNESS AND COMPENSATION PROGRAM ACT (EEOICPA): Contractor (CCSI) shall provide all required labor and materials necessary to make copies of Worker's Compensation records which will be forwarded by the Department of Energy (DOE) to the Department of Labor (DOL). CCSI shall also provide assistance, other than copying work, as shown below. Details of work associated with the copying effort and other assistance are shown below:

A list of claimants which fall under EEOICPA will be sent by e-mail to the contractor (CCSI). CCSI shall verify and notify requester within five (5) work days whether or not they have a copy of the requested claimant record.

If CCSI has claimant's requested record, CCSI shall provide a copy of the entire record, EXCLUDING attorney-client correspondence or work product information. The copy of the file should be sent via Hanford Site courier to DOE at the address provided. File shall be sent so it is received by DOE no later than 30 days from the date of the initial request for action.

When requested, CCSI shall provide cost information revealing the amount spent on a particular worker's compensation claim (excluding legal fees) or other EEOICPA product related costs incurred as a result of DOE requests.

CCSI shall provide on their monthly invoice the number of copies made and when applicable, the price for providing cost or other DOE requested actions, during the month. Invoicing for copy work and other work associated with EEOICPA requested actions, shall be done under those particular line items as shown in Section B of the contract.

Separate funding will be identified and used to specifically cover work associated with EEOICPA related actions. Funds will be periodically added to the contract as needed to perform the above described functions.

C.3 Management and Oversight of Insurance Claim Number 8600232

The Contractor shall provide case management services to include facilitation of the processing of medical claims and coordination of payment of medical expenses for Industrial Insurance Claim number 8600232. Payments made shall be in accordance with Section J, attachment J.6, Arbitration Award dated February 18, 2004.

C.4 Transition Requirements

The Contractor shall accomplish transition from the existing provider of workers' compensation claims administrative services between the date of contract award and September 30, 2009. During this transition period, the existing provider 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

F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 2004 and continue through September 30, 2007, with two one-year options at the sole discretion of the Government.

F.2 Principal Place of Performance

The principal place of performance of this contract shall be Richland, WA.

F.3 Reporting Requirements

The following are reports required of the Contractor. This list is not complete and is subject to change at the sole discretion of the Contracting Officer or designee. The distribution list, content and format will be determined by the Contracting Officer or designee.

| Routine Reporting Requirements | | | |
|--|--|-----------|------------------------|
| Title | Content | Frequency | Recipient |
| Claims Assignment, New Claims, and Claims Closure Report | Summary of all claims 1) opened, 2) closed, during the previous month and 3) summary of current claims, by Adjuster | Monthly | DOE-RL Program Manager |
| Claims Assignment, New Claims, and Claims Closure Report | Summary of all claims 1) opened, 2) closed, during the previous month and 3) summary of current claims, by Contractor/ Subcontractor | Monthly | DOE-RL Program Manager |
| Financial Report on Claimant Benefit Payment Account | List of all checks paid detailing check number, payee, payment amount, and beginning and ending balance of the account | Monthly | DOE-RL FMD |
| Report of Records Holdings | Identifies volume of active records being maintained by Contractor | Annually | RL-SID |
| Records Inventory and Disposal Schedules | Identifies active records and approved schedule for disposition of records | Annually | RL-SID |

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.7 DOE's Claimant Benefit Payment Account

The Contractor will make payments to or on behalf of claimants from a special bank account, letter of credit or other form of Government financing. The Contractor will not be required to provide funds to cover these payments. The specific method used will be prescribed by and subject to revision by the Contracting Officer. 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.8 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 Hanford on-site occupational medical services provider prior to their return to work.

H.9 Government-Furnished Property/Services

All Government-furnished property/services are strictly limited to use for the performance of this Contract. A government furnished microfiche machine will be available for use at the contractor's facility. Automated Data Processing (ADP) and Telecommunications Equipment Standards are provided through Lockheed Martin Services, Inc. (LMSI) as the designated Hanford prime contractor. Detail information for each service can be obtained from LMSI. These services are direct billed under this contract based on usage. The contractor will be required to provide its own ADP equipment to connect to the Hanford Local Area Network (HLAN) access where the database for workers' compensation claim information shall be maintained.

Renaissance software provided by David Corporation is the current software database for administration of the workers' compensation claims. This will be available under a DOE prime contract until Feb 2005. At that time, the contractor will either continue to utilize Renaissance or commercially available interactive claims management software. Any alternate software must be (continued on following page).

H.9, continued:

submitted to and approved by the Contracting Officer. If approved, this alternate software will be purchased by the Government and furnished as Government provided equipment.

Connection to HLAN can be made via direct connection from a Hanford Facility or by Virtual Private Networking (VPN). VPN is a high speed, Internet based connection for those users who need full HLAN access from remote locations. This service requires the user to have a high-speed Internet service such as DSL, cable-modem or similar technology. VPN is provided for HLAN users under specific conditions.

Reference Section J, Attachment J.3, Hardware and Software System Requirements, for contractual requirements, including rates as of March 23, 2004, for VPN or HLAN direct access. Reference Section J, Attachment J.4, for the Memorandum of Understanding which is required upon contract award.

H.10 Incumbent Employees Hiring Preferences

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing the initial work force, and through the first six months after contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this contract to qualified employees employed by the incumbent contractor at contract award. It does not apply to the contractor's hiring of management staff (i.e., first line supervisors and above).

H.11 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.12 Fines and Penalties Assessed Against DOE

In the event DOE is assessed a fine or penalty by the State of Washington pursuant to the Revised Code of Washington (RCW) Chapter 51.48, 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. The Contractor shall either reimburse DOE for the amount of the penalty, or DOE shall have the right to off-set the amount of penalty against any amounts due under Clause H.5 of this contract.

H.13 Workers' Compensation Claims For Conditions Related to Chronic Beryllium Disease or Beryllium Sensitivity

In order to clarify the treatment of workers' claims that are for Conditions purportedly related to Chronic Beryllium Disease (CBD) or Beryllium Sensitivity, the following guidelines are provided: