

Section J

Part III - List of Attachments

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J.1 Covered Site Contractors/Subcontractors

Current Prime Contractors:

Fluor Hanford Inc. (Prime)

FHI Current Subs:

Duratek Federal Services

Numatec Hanford Corporation

Protection Technology Hanford (Day & Zimmerman, LLC dba)

Fluor Federal Services - Northwest Services, Inc. (craft workers only)

FHI Past Subs:

Babcock and Wilcox Hanford Company

Duke Engineering & Services Hanford, Inc.

DynCorp Tri-Cities Services, Inc.

Fluor Daniel Northwest Services (craft workers)

Lockheed Martin Hanford Corporation

Rust Federal Services of Hanford, Inc.

Waste Management Hanford

Bechtel Hanford Inc (Prime)

BHI Current Subs:

CH2M Hill Hanford, Inc.

Eberline Services Hanford, Inc.

BHI Past Subs:

Thermo Hanford

Battelle Memorial Institute (Prime)

No subcontractors

Hanford Environmental Health Foundation (Prime) (aka Hanford Occupational Health Foundation)

No subcontractors

CH2MHILL Hanford Group, Inc. (ORP Prime)

Fluor Hanford manages claims by employees of former contractors. The list of former prime contractors is as follows:

Fluor Daniel Hanford
Westinghouse Hanford Company
Kaiser Engineers Hanford
J.A. Jones Construction Services Company
Rockwell Hanford Operations
United Nuclear Industries (aka Douglas United Nuclear Inc.)
UNC Nuclear Industries, Inc.
General Electric
EI duPont deNemours Company
All-Vitro Engineers
US Testing
Computer Sciences Corporation
Isochem (Martin-Marietta/US Rubber)
ITT Federal Support Services
Atlantic Richfield Hanford Company
Boeing Computer Services Richland, Inc.
Braun Hanford Co.
International Technology Corporation

Not Included:

Enterprise Companies:

LMSI
Waste Management Services Northwest (fka Rust)
DE&S Northwest
BW Protec (BWP)
Cogema (fka SGN Eurisys Serv. Corp.)
Bechtel National, Inc./Waste Treatment Plant

J.2 List of Applicable Laws

1. State of Washington Department of Labor and Industries, Workers Compensation Manual (A Guide to Claims Adjudication in Washington State)
2. State of Washington Department of Labor and Industries, Insurance Services Division, Self Insurance Section Claims Administration Policy Manual
3. State of Washington Department of Labor and Industries, Insurance Services Division, Self Insurance Section Claims Administration Policy Manual
4. Washington Administrative Codes (WAC), Title 296 Labor and Industries
5. Revised Code of Washington (RCW), Title 43 State Government -- Executive
6. Revised Code of Washington (RCW), Title 51 Industrial Insurance
7. Revised Code of Washington (RCW), Title 72 State Institutions
8. Revised Code of Washington (RCW), Title 74 Public Assistance
9. 10 CFR 719 Contractor Legal Management Requirements

Attachment J.3 Hardware and Software System Requirements

The following requirements must be met for contractor owned equipment:

Virtual Private Networking

- VPN runs on Windows 98, Windows ME, Windows NT, Windows 2000, and Windows XP Professional (NOT Windows XP Home Edition). Windows XP Professional is the recommended option.
- With VPN, a **Linksys DSL Router, model BEFSR 4100, is required.**
- The monthly fee for VPN is \$20.27 with a minimum of a 6 month commitment.
- To have a VPN account, each person must also have an HLAN account, which is \$40.58/month. If the person does not have a Hanford site badge, a Hanford Computer Access Request Form (HCAR) and the Computer Security Rules must be completed to obtain a HLAN account.
- A VPN Memorandum of Understanding must be completed, see Section L, Attachment 4, prior to contract start date.

Direct HLAN

HLAN requires Windows XP Professional (NOT Windows XP Home Edition).

- Each person must have an HLAN account, which is \$40.58/month. If the person does not have a Hanford site badge, a Hanford Computer Access Request Form (HCAR) and the Computer Security Rules must be completed to obtain a HLAN account.
- There is a monthly charge of ~\$115 for each computer directly connected to the network.
- This is a direct connection, therefore Linksys firewall is NOT required.

Additional Requirements:

- The system must be running virus scan software that meets the criteria below:
 - Symantec Antivirus is the recommended virus scanning software for the Hanford network. This is available from the Remote Access Programs and Utilities CD.
 - Symantec Antivirus is not mandatory for use; any major brand of virus scanning software may be utilized. However, virus scan software applications must be **properly installed**, configured for continuous **active use**, and **updated on a regular basis** in order to effectively safeguard computers.
 - Infection from a remote workstation that has not conscientiously employed required virus scan practices is grounds for termination of the remote client's access and account(s).
- If the computer is directly connected to the HLAN, it must be property tagged and routed through the new hardware set up process at the LMIT 'burn-in' bench.
- When the contract is completed, the hard drive must be erased.

Virtual Private Networking (VPN) Agreement
Memorandum of Understanding (updated 02/22/2003)

Agreement:

I have read and understand the above policies. I will use remote access services only for job functions and will comply with the computer security policies and procedures (HNF-PRO-592). I accept that failure to do so may result in all my remote accounts being terminated without prior notification.

Print User's Name _____
Signature / /
Date H _____
HLAN ID

***Note to Manager:** Should the above employee's need for remote access end, you are responsible for notifying LMSI CTS (376-1234) to have the account terminated, and ensuring that the SecurID token is returned.

Print Manager's Name _____
Signature / /
Date H _____
HLAN ID

Important! LMSI and DOE take no responsibility for damage to any personal property, software or otherwise, caused by the implementation of VPN.

-----Return to FAX# 376-8994 or MSIN G3-38-----

ATTACHMENT J.5
Wage Determination

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2569
Revision No.: 20
Date of Last Revision: 03/05/2004

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union
Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.58
01012 - Accounting Clerk II	11.87
01013 - Accounting Clerk III	13.53
01014 - Accounting Clerk IV	16.34
01030 - Court Reporter	14.95
01050 - Dispatcher, Motor Vehicle	14.85
01060 - Document Preparation Clerk	12.01
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	12.01
01110 - Film/Tape Librarian	12.14
01115 - General Clerk I	9.20
01116 - General Clerk II	10.25
01117 - General Clerk III	12.01
01118 - General Clerk IV	13.46
01120 - Housing Referral Assistant	18.17
01131 - Key Entry Operator I	11.14
01132 - Key Entry Operator II	12.01
01191 - Order Clerk I	11.07
01192 - Order Clerk II	12.09
01261 - Personnel Assistant (Employment) I	12.01
01262 - Personnel Assistant (Employment) II	13.48
01263 - Personnel Assistant (Employment) III	15.08
01264 - Personnel Assistant (Employment) IV	17.11
01270 - Production Control Clerk	17.02
01290 - Rental Clerk	11.59
01300 - Scheduler, Maintenance	13.99
01311 - Secretary I	13.99
01312 - Secretary II	15.63
01313 - Secretary III	18.66
01314 - Secretary IV	20.92
01315 - Secretary V	23.14
01320 - Service Order Dispatcher	15.10
01341 - Stenographer I	12.01
01342 - Stenographer II	13.33
01400 - Supply Technician	20.92
01420 - Survey worker (Interviewer)	12.55
01460 - Switchboard Operator-Receptionist	10.38
01510 - Test Examiner	15.63
01520 - Test Proctor	15.63
01531 - Travel Clerk I	11.74

01532 - Travel Clerk II	12.62
01533 - Travel Clerk III	13.50
01611 - Word Processor I	11.34
01612 - Word Processor II	12.74
01613 - Word Processor III	14.25
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.06
03041 - Computer Operator I	13.18
03042 - Computer Operator II	16.28
03043 - Computer Operator III	20.58
03044 - Computer Operator IV	23.79
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	17.97
03072 - Computer Programmer II (1)	23.03
03073 - Computer Programmer III (1)	27.32
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	24.00
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.52
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.71
05010 - Automotive Glass Installer	16.84
05040 - Automotive Worker	16.84
05070 - Electrician, Automotive	17.78
05100 - Mobile Equipment Servicer	14.95
05130 - Motor Equipment Metal Mechanic	18.71
05160 - Motor Equipment Metal Worker	16.84
05190 - Motor Vehicle Mechanic	18.71
05220 - Motor Vehicle Mechanic Helper	14.00
05250 - Motor Vehicle Upholstery Worker	15.88
05280 - Motor Vehicle Wrecker	16.84
05310 - Painter, Automotive	17.78
05340 - Radiator Repair Specialist	16.84
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	18.71
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.89
07010 - Baker	15.66
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Meat Cutter	15.66
07250 - Waiter/waitress	11.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	17.78
09040 - Furniture Handler	11.71
09070 - Furniture Refinisher	17.78
09100 - Furniture Refinisher Helper	14.00
09110 - Furniture Repairer, Minor	15.88
09130 - Upholsterer	17.78
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.92
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11121 - House Keeping Aid I	8.76
11122 - House Keeping Aid II	10.39
11150 - Janitor	11.97
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.22
11270 - Pest Controller	17.88
11300 - Refuse Collector	11.97
11330 - Tractor Operator	14.51

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11360 - Window Cleaner	13.35
12000 - Health Occupations	
12020 - Dental Assistant	13.83
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.54
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.34
12073 - Licensed Practical Nurse III	16.05
12100 - Medical Assistant	12.36
12130 - Medical Laboratory Technician	13.55
12160 - Medical Record Clerk	12.40
12190 - Medical Record Technician	13.58
12221 - Nursing Assistant I	8.23
12222 - Nursing Assistant II	9.25
12223 - Nursing Assistant III	10.09
12224 - Nursing Assistant IV	11.32
12250 - Pharmacy Technician	12.82
12280 - Phlebotomist	13.01
12311 - Registered Nurse I	19.16
12312 - Registered Nurse II	23.46
12313 - Registered Nurse II, Specialist	23.46
12314 - Registered Nurse III	28.39
12315 - Registered Nurse III, Anesthetist	28.39
12316 - Registered Nurse IV	34.00
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.92
13011 - Exhibits Specialist I	15.52
13012 - Exhibits Specialist II	18.52
13013 - Exhibits Specialist III	20.53
13041 - Illustrator I	15.52
13042 - Illustrator II	18.52
13043 - Illustrator III	20.53
13047 - Librarian	23.17
13050 - Library Technician	13.59
13071 - Photographer I	15.10
13072 - Photographer II	17.46
13073 - Photographer III	20.92
13074 - Photographer IV	23.31
13075 - Photographer V	25.87
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.62
15030 - Counter Attendant	8.62
15040 - Dry Cleaner	10.89
15070 - Finisher, Flatwork, Machine	8.62
15090 - Presser, Hand	8.62
15100 - Presser, Machine, Drycleaning	8.62
15130 - Presser, Machine, Shirts	8.62
15160 - Presser, Machine, Wearing Apparel, Laundry	8.62
15190 - Sewing Machine Operator	11.65
15220 - Tailor	12.41
15250 - Washer, Machine	9.38
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.96
19040 - Tool and Die Maker	22.98
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.89
21020 - Material Coordinator	16.65
21030 - Material Expediter	16.65
21040 - Material Handling Laborer	10.15
21050 - Order Filler	11.28
21071 - Forklift Operator	11.81
21080 - Production Line Worker (Food Processing)	12.34
21100 - Shipping/Receiving Clerk	11.14
21130 - Shipping Packer	11.23

21140 - Store worker I	10.09
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.61
21210 - Tools and Parts Attendant	12.32
21400 - warehouse specialist	12.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.66
23040 - Aircraft Mechanic Helper	14.00
23050 - Aircraft Quality Control Inspector	19.68
23060 - Aircraft Servicer	15.88
23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	17.78
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	20.58
23130 - Carpenter, Maintenance	18.69
23140 - Carpet Layer	16.84
23160 - Electrician, Maintenance	22.97
23181 - Electronics Technician, Maintenance I	16.75
23182 - Electronics Technician, Maintenance II	20.50
23183 - Electronics Technician, Maintenance III	21.58
23260 - Fabric Worker	16.77
23290 - Fire Alarm System Mechanic	19.87
23310 - Fire Extinguisher Repairer	15.76
23340 - Fuel Distribution System Mechanic	19.87
23370 - General Maintenance Worker	16.84
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.71
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	20.13
23460 - Instrument Mechanic	19.87
23470 - Laborer	9.99
23500 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	18.71
23550 - Machinist, Maintenance	18.71
23580 - Maintenance Trades Helper	14.00
23640 - Millwright	19.87
23700 - Office Appliance Repairer	18.84
23740 - Painter, Aircraft	18.84
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	22.58
23800 - Plumber, Maintenance	21.45
23820 - Pseudraulic Systems Mechanic	19.87
23850 - Rigger	19.87
23870 - Scale Mechanic	17.81
23890 - Sheet-Metal Worker, Maintenance	20.58
23910 - Small Engine Mechanic	17.81
23930 - Telecommunication Mechanic I	19.87
23931 - Telecommunication Mechanic II	20.91
23950 - Telephone Lineman	19.87
23960 - welder, Combination, Maintenance	18.71
23965 - well Driller	19.87
23970 - Woodcraft Worker	19.87
23980 - woodworker	15.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24600 - Chore Aid	10.51
24630 - Homemaker	13.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.56
25040 - Sewage Plant Operator	21.39
25070 - Stationary Engineer	22.56
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	21.19
27000 - Protective Service Occupations	

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(not set) - Police Officer	25.20
27004 - Alarm Monitor	13.67
27006 - Corrections Officer	18.00
27010 - Court Security Officer	20.23
27040 - Detention Officer	18.00
27070 - Firefighter	20.67
27101 - Guard I	10.89
27102 - Guard II	13.67
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.67
28020 - Hatch Tender	17.67
28030 - Line Handler	17.67
28040 - Stevedore I	16.36
28050 - Stevedore II	18.84
29000 - Technical Occupations	
21150 - Graphic Artist	19.54
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	14.36
29024 - Archeological Technician II	16.05
29025 - Archeological Technician III	19.89
29030 - Cartographic Technician	21.05
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.72
29040 - Civil Engineering Technician	20.48
29061 - Drafter I	11.56
29062 - Drafter II	12.99
29063 - Drafter III	16.69
29064 - Drafter IV	19.89
29081 - Engineering Technician I	13.26
29082 - Engineering Technician II	14.88
29083 - Engineering Technician III	17.97
29084 - Engineering Technician IV	21.05
29085 - Engineering Technician V	26.52
29086 - Engineering Technician VI	35.66
29090 - Environmental Technician	19.95
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	19.17
29210 - Laboratory Technician	17.26
29240 - Mathematical Technician	20.14
29361 - Paralegal/Legal Assistant I	15.30
29362 - Paralegal/Legal Assistant II	18.89
29363 - Paralegal/Legal Assistant III	21.04
29364 - Paralegal/Legal Assistant IV	25.65
29390 - Photooptics Technician	20.14
29480 - Technical writer	18.76
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	18.61
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.74
29622 - Weather Observer, Upper Air (3)	16.74
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.13
31260 - Parking and Lot Attendant	9.75
31290 - Shuttle Bus Driver	12.63
31300 - Taxi Driver	11.88
31361 - Truckdriver, Light Truck	12.12
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	16.89
31364 - Truckdriver, Tractor-Trailer	16.89

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99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	12.19
99030 - Cashier	9.04
99041 - Carnival Equipment Operator	13.74
99042 - Carnival Equipment Repairer	14.68
99043 - Carnival Worker	10.29
99050 - Desk Clerk	9.13
99095 - Embalmer	19.02
99300 - Lifeguard	9.99
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.96
99500 - Recreation Specialist	13.90
99510 - Recycling Worker	14.64
99610 - Sales Clerk	10.83
99620 - School Crossing Guard (Crosswalk Attendant)	11.54
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	19.53
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.79
99660 - Surveying Aide	12.27
99690 - Swimming Pool Operator	17.73
99720 - Vending Machine Attendant	14.64
99730 - Vending Machine Repairer	17.73
99740 - Vending Machine Repairer Helper	14.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

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employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

UNIFORM ALLOWANCE

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions

The duties of employees under job titles listed are those described in the
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"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor
- 6) The contractor informs the affected employees

Information required by the Regulations must be submitted on SF 1444 or bond paper.

wagehourwhcwhescansreportsrespondb19942569.txt

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT J.6
ARBITRATION DECISION

UNIVERSITY OF WASHINGTON SCHOOL OF MEDICINE

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OFFICE OF CHIEF COUNSEL



*Department of
Rehabilitation Medicine*

Lawrence R. Robinson, M.D.
Professor and Chair

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Phone: 206-731-3167
Fax: 206-731-6554

February 18, 2004

Paul R. Davis
Department of Energy
Richland Operations Office
PO Box 550
Richland, WA 99352

Eugene G. Schuster
Critchlow, Williams & Schuster, P.S.
1177 Jadwin Ave.
PO Box 1487
Richland, WA 99352

Re: Don DeHart Arbitration Award

Dear Attorneys Schuster and Davis,

Please find attached the Arbitration Award regarding Mr. Don DeHart.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lawrence R. Robinson".

Lawrence R. Robinson, M.D.
Professor and Chair

LRR:kmp

Enclosure

Arbitration Award

Mr. Donald DeHart was injured while at work in 1979 on a Hanford nuclear project. As a result of his injuries, he sustained C5 tetraplegia (spinal cord injury). He subsequently reached a settlement agreement with Bechtel Power Corporation, signed on August 6, 1981. This agreement included paragraph 2(c), which states:

“(c) Arrange for payment of all future medical expenses incurred by Donald L. DeHart on account of the injuries which he sustained at the 400 Area, Hanford Project, on May 25, 1979, equivalent to those which would otherwise be paid for or provided by the Department of Labor and Industries, State of Washington, as allowable under Donald L. DeHart’s Industrial Insurance Claim No. 8600434 if that claim were open and active, provided, however, that in any case, the cost free medical benefits provided Donald L. DeHart hereunder shall be no less than those required by applicable standards of good medical practice.”

Mr. DeHart received medical care with very limited review, reimbursed at essentially billed charges since this agreement date. The Department of Energy has recently indicated its intention to use the Washington State Department of Labor and Industries “Medical Aid Rules and Fee Schedules” for billing procedures and fee schedules. Mr. DeHart would like the review and reimbursement procedures to remain as before. As a result, the parties have decided to seek the assistance of an arbitrator pursuant to paragraph 5 of the 1981 settlement agreement.

The issues put to arbitration are as follows:

- 1) If a medical care provider treating Mr. DeHart’s industrial injury follows the billing procedures in the Washington State Department of Labor and Industries “Medical Aid Rules and Fee Schedules,” does this constitute less than the applicable standards of good medical practice?
- 2) If a medical care provider treating Mr. DeHart’s industrial injury is limited to the maximum fees prescribed in the Washington State Department of Labor and Industries “Medical Aid Rules and Fee Schedules,” does this constitute less than the applicable standards of good medical practice?
- 3) Are the standards adopted by the Department of Labor and Industries for treatment of patients with a condition such as Mr. DeHart’s representative of the mandate of the agreement ... “that the medical benefits provided... shall be no less than those required by applicable standards of good medical practice?”
- 4) Is the settling defendant and its assign, the Department of Energy, legally estopped from denying Mr. DeHart’s benefits that he had been receiving without objection, and indeed with specific approval, for nearly twenty five years?”

In response to questions 1 and 3, the arbitrator finds that a medical care provider treating Mr. DeHart's industrial injury following the billing procedures in the Washington State Department of Labor and Industries "Medical Aid Rules and Fee Schedules," does NOT constitute less than the applicable standards of good medical practice, as defined by customary and usual practices of the medical profession at large, with exceptions as stated below. Furthermore such practice IS consistent with the mandate ... "that the medical benefits provided... shall be no less than those required by applicable standards of good medical practice." Exceptions to the Medical Aid Rules that are required for good medical practice in Mr. DeHart's case are as follows:

1) WAC 296-20-030 Treatment not requiring authorization for accepted conditions states the following does not require authorization: "(1) A maximum of twenty office calls for the treatment of the industrial condition, during the first sixty days, following injury. Subsequent office calls must be authorized. Reports of treatment rendered must be filed at sixty day intervals to include number of office visits to date."

Given his medical condition, the arbitrator finds that good medical practice dictates regular office and/or home visits for Mr. DeHart, both for occasional preventive care and for new problems. Such visits must therefore NOT require prior authorization.

2) WAC 296-23-246 Attendant services states "Attendant services are proper and necessary personal care services provided to maintain the injured worker in his or her residence.... To be covered by the department, attendant services must be requested by the attending physician and authorized by the department before care begins." Furthermore, WAC 296-23-246 Attendant Services states the following services are not covered: "housecleaning; laundry; shopping; meal planning and preparation; transportation, errands, recreational activities; yard work; child care."

Good medical practice for C5 tetraplegia requires a minimum of 16 hours per day of attendant care. Such minimum standards of care must not be subject to medical or nursing review by the Department of Energy or its designee. Such care must also include housecleaning; laundry; shopping; meal planning and preparation; transportation, errands, recreational activities; yard work; and child care as appropriate, in addition to basic services such as bathing and personal hygiene; dressing; administration of medications; specialized skin care; feeding assistance; mobility assistance, including, toileting and other transfers; turning and positioning; bowel and incontinent care; and assistance with basic range of motion exercises. The Department of Energy must provide funding for such care.

3) Mr DeHart has stated that Labor and Industries requirements do not allow for filling of more than one prescription per month for a given drug. Such a limitation was not found by the arbitrator in Labor and Industries rules. However, given expected changes in Mr. DeHart's care, which could necessitate changes in medications on a more frequent basis, the Department of Energy must allow payment for multiple prescriptions for a single medication in a given month.

Regarding question number 2 above, the arbitrator finds that if a medical care provider treating Mr. DeHart's industrial injury is limited to the maximum fees prescribed in the Washington State Department of Labor and Industries "Medical Aid Rules and Fee Schedules," this does NOT

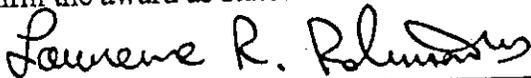
constitute less than the applicable standards of good medical practice. Such fees are consistent with the standards of good medical practice.

Regarding question number 4 above the arbitrator finds that, based upon the information provided by both parties in prior briefs and at the hearing, the Department of Energy is not legally estopped from changing Mr. DeHart's treatment. Mr. DeHart and his attorney have not provided the arbitrator with sufficient legal authority to support the assertion of estoppel. Nevertheless, the arbitrator believes that the intent of the parties in entering the settlement was to ensure, in all circumstances, that Mr. DeHart receive care in conformance to standards of good medical practice. Thus, even though the government is not estopped from changing its approach, it cannot make these changes without a transition period.

Specifically, it is recognized that Mr. DeHart's care in the past included more frequent physician and case management visits than that which is usual and customary in the community. Thus, monitoring which is usually done by a person with tetraplegia himself or herself was performed by his health care providers instead. Hence a transition period is recommended in which responsibility for preventive measures, which had been provided by Dr. Newton (Mr. DeHart's physician) and Ms. Davis (Mr. DeHart's case manager) is gradually transitioned to Mr. DeHart, his attendant(s) and nurses. Thus, for a period of 6 months, case management payments for Ms. Davis (or her equivalent) must continue at the rate of 3 hours per week. The goal of such care should be to educate Mr. DeHart on how to direct his home care attendants, and to educate him, his attendant(s), and nurses on how to review his health, and check for health problems.

The above concludes the arbitration award.

I affirm the award as stated above.



Lawrence R. Robinson, M.D.
Professor and Chair
Department of Rehabilitation Medicine
University of Washington

Attachment J.7

Legal Management Plan

DUE 60 DAYS AFTER CONTRACT AWARD

TO BE INSERTED AFTER CONTRACT AWARD

E-STARS™ Report
 Task Detail Report
 08/23/2004 0946

TASK INFORMATION			
Task#	DOE-PRO-C-2004-0555		
Subject	Concur: CONTRACT NO. DE-AC06-05RL14661		
Parent Task#		Status	CLOSED
Reference		Due	
Originator	Spitz, Vickie B	Priority	None
Originator Phone	(509) 376-7271	Category	None
Origination Date	08/23/2004 0944	Generic1	
Remote Task#		Generic2	
Deliverable	None	Generic3	
Class	None	View Permissions	Normal
Instructions	bcc w/encl: PRO OFF FILE CCC RDG FILE S. L. Sedgwick, PRO RECORD NOTE: None FILENAME: I: Stacie/CCSI/RL14661 Contract		
ROUTING LISTS			
1	Route List		Inactive
	<ul style="list-style-type: none"> Sedgwick, Stacie L - Approve - Approved - 08/23/2004 0945 		
ATTACHMENTS			
Attachments	1. RL14661 Contract.doc		
COMMENTS			
<i>No Comments</i>			
TASK DUE DATE HISTORY			
<i>No Due Date History</i>			
SUB TASK HISTORY			
<i>No Subtasks</i>			

-- end of report --

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 AUG 23 2004
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