

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	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		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003383
			10B. DATED (SEE ITEM 13) 09/15/2014

**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 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 the mutual agreement of the parties, the purpose of this modification is to revise the following Contract Sections within scope of the contract: B.3, B.4, C.2, C.4, C.5, C.6, G.1, G.2, G.5, H.6, H.10 and I.1. This modification removes the following Contract Sections: H.15, H.16, I.2 and I.5. This modification revises the following Contract Section J Attachments: J.1, J.3, and J.4.

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)	
		Linda K. Jarnagin	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	11/20/2014
		_____ (Signature of Contracting Officer)	

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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, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
16C. DATE SIGNED	16C. DATE SIGNED 11-20-14

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0003383/0003

PAGE OF  
2 4

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>Details of this contract change are included on page 3-4 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 Payment:     OR for Richland     U.S. Department of Energy     Oak Ridge Financial Service Center     P.O. Box 6017     Oak Ridge TN 37831 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 **\$317,000.00**

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.

<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>	
CLIN and Fiscal Year	Hourly Rate
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 (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.

d. CLIN0013 – Hanford General Employee Training (HGET) Expenses

Costs incurred by Contractor personnel for annual HGET (two employees per year) shall be reimbursed at the rates and amounts established by the Hanford Site Services Contractor. Contractor's invoice shall include a copy of the site services invoices for the HGET expense. See Section G.2 for invoicing instructions.

**PART I – THE SCHEDULE**

**SECTION C**

**STATEMENT OF WORK**

**TABLE OF CONTENTS**

**PART I – THE SCHEDULE..... i**

**C.1 INTRODUCTION..... 1**

**C.2 PERFORMANCE REQUIREMENTS..... 2**

**C.3 PERSONNEL QUALIFICATIONS AND STAFFING REQUIREMENTS..... 2**

**C.4 ADDITIONAL PERFORMANCE REQUIREMENTS FOR CLAIMS  
MANAGEMENT ..... 3**

**C.5 MANAGEMENT AND OVERSIGHT OF INSURANCE CLAIM NUMBER  
8600434..... 6**

**C.6 PROCESSING OF ENERGY EMPLOYEES OCCUPATIONAL ILLNESS  
COMPENSATION PROGRAM ACT (EEOICPA) CLAIMS ..... 7**

**C.7 REQUIRED SERVICES FOR CLAIMS UNDER MEDICARE SECTION 111 ..... 7**

## C.1 INTRODUCTION

### a. Purpose of the Hanford Site Workers' Compensation Program

The purpose of this Workers' Compensation Program at the Hanford Site is to provide workers' compensation coverage and benefits to specified Contractor employees in accordance with the Revised Code of Washington (RCW) Title 51, the Washington Industrial Insurance Act, and all other applicable laws and regulations. The program is administered on behalf of DOE-RL through a contract with a third party administrator who processes all claims and provides all personnel, equipment, materials, supervision, transportation, training and other items necessary to perform these services.

### b. Contract Requirements

This is a fixed unit price contract for workers' compensation claims administrative services at the Hanford Site. The Contractor will provide services in the processing of workers' compensation claims (investigate, administer, adjust, process, and pay) for certain covered site Contractors (listed in Section J, Attachment J.1), and others as directed by the Contracting Officer (CO) in accordance with the Revised Code of Washington (RCW) Title 51, Washington State Code (WAC) 296, "Department of Labor and Industries", Washington State (WA State) Department of Labor and Industries (L&I) Self Insurance Section Claims Administration Policy Manual, and the L&I Workers' Compensation Manual – A Guide to Claims Adjudication in Washington State, as revised during contract performance.

The Contractor shall comply with all applicable Federal, State, and local requirements, and where these requirements differ; the Contractor shall comply with the more stringent requirement unless otherwise stated elsewhere in the contract. Where established requirements do not exist, the Contractor shall provide workers' compensation services using current best practices in workers' compensation claims management and administration.

The Contractor shall furnish all personnel, facilities, equipment, materials and supplies required to accomplish the work under this contract, except for that specifically identified as provided by the Government.

In addition to the above requirements, the contractor shall:

1. Provide efficient service and good value to DOE and the United States taxpayers;
2. Provide exceptional customer service in the processing of claims to include providing all claimants timely information that will help them gain a clear understanding of the workers' compensation adjudication process and the status of their claim(s) within the process; and

3. Comply with the SOW but also propose and help implement new and innovative ways of performing workers' compensation claims management and administration.

## **C.2 PERFORMANCE REQUIREMENTS**

The Contractor shall accomplish the following tasks in accordance with all applicable laws and regulations, as well as additional performance requirements specified in C.3. The Contractor shall administer process, investigate, adjust, and pay the following types of claims on behalf of DOE-RL:

- New Indemnity
- New Medical
- New Hearing
- Transferred Indemnity
- Transferred Medical
- Transferred Hearing
- Re-opened Legacy Indemnity
- Re-opened Legacy Medical
- Re-opened Legacy Hearing
- EEOICPA
- Medicare

## **C.3 PERSONNEL QUALIFICATIONS AND STAFFING REQUIREMENTS**

- a. The Contractor will provide exclusively dedicated case management personnel to this contract. The Contractor will not assign any other account nor assign any work to those dedicated personnel other than work pertaining to the DOE account. It is allowable to share the administrative staff, such as transcriptionists, receptionists, computer specialists, accounting personnel, medical bill review personnel, medical supervisor (RN), medical doctor, and mailroom personnel (support and administrative staff) with other units;
- b. The Contractor will have a minimum of two personnel certified by L&I as a Self-Insurance Department Approved Claim Administrator dedicated to this contract as follows;
  - i. The dedicated manager must be certified by L&I as a Self-Insurance Department Approved Claim Administrator;
  - ii. All chemical or radiation exposure related claims must be adjudicated by an adjuster certified by L&I as a Self-Insurance Department Approved Claim Administrator.

- c. Limit the maximum case load to 125 per adjuster;
- d. Ensure that a medical doctor is available to review and consult on medical documentation such as authorized treatment and/or retained independent medical examinations and resolve complex medical questions, as necessary; and
- e. Provide an in-house Registered Nurse (RN) case manager to support the Contractor's staff and meet with outside providers on claims with unclear elements.

#### **C.4 ADDITIONAL PERFORMANCE REQUIREMENTS FOR CLAIMS MANAGEMENT**

##### **1. Integrated Claims Management Services**

The Contractor shall:

- a. Open and establish a claim file upon notice of an industrial injury or occupational disease, which meets the definition of a compensable injury or occupational disease, as those terms are defined in the Revised Code of Washington (RCW) Title 51.08, and provide notification to the cognizant Hanford Site Contractor within one (1) business day;
- b. Be the designated keeper of the Master Claims Log as required by L&I;
- c. Provide requested information to the Hanford Occupational Health Services provider to support facilitation of the claimant's timely return to work. Such information includes, information regarding claimant's work restrictions, disability status, and other information relating to the claimant's ability to perform Hanford Site work;
- d. Verify each Employee Job Task Analysis received includes the limitation statement addressing historical or potential exposure(s);
- e. Notify the CO within one (1) business day upon receipt of a request for contract related information by any person or entity other than the CO. The Contractor is prohibited from disclosing any information prior to CO written approval;
- f. Notify the Contracting Officer Representative (COR) within one (1) business day upon receipt of a request for claims information or any request related to third party administration by any person or entity other than the COR. The Contractor is prohibited from disclosing any information prior to COR written approval;

- g. Notify the COR within one (1) business day of receipt of chemical or radiation exposure related claims and L&I denial orders on those claims;
- h. Obtain all required forms from L&I and distribute all required forms to the covered Hanford Site Contractors (e.g., Self-Insurer Accident Report);
- i. Active claim reviews and contacts will be conducted by a claims adjuster as follows:
  - 1. Claims: a minimum of every thirty (30) days
  - 2. Claims with active time loss: a minimum of every fourteen (14) days
- j. Provide authorization and payment for medical services for open/active claims in accordance with contract clause H.11, Claim Administration Payments;
- k. Establish a method to capture any offsite medical treatment costs the Hanford Site Occupational Medical Provider has incurred that are associated with an accepted worker's compensation claim. These costs, if any, must be reported on the L&I quarterly reports;
- l. Ensure claimant travel is reimbursed pursuant to applicable L&I regulations. Any exceptions to L&I travel regulations must be approved in advance by the COR;
- m. Provide covered Hanford Site Contractors with a copy of the time loss check on individual claims within one (1) business day of request;
- n. Provide legal support, including reviewing claim files and initiating or defending litigation, pursuant to Section H.10 and the Legal Management Plan, when necessary;
- o. Provide written recommendations to the COR requesting approval for independent medical examinations, physician(s) reviews, investigations, surveillances, and/or vocational rehabilitation services for all claims. Schedule services within fifteen (15) days of receipt of required COR approval;
- p. Provide cost containment programs, such as medical preferred provider organizations, and a prescription drug cost containment network;
- q. Evaluate future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the COR;
- r. Prepare and/or assist DOE staff with all appropriate responses to audits and

inquiries of all regulatory agencies, reviews or other investigations as designated by the CO and COR;

- s. Provide electronic banking/direct deposit to claimants, upon claimant's request;
- t. Use the claimant's assigned covered Hanford Site Contractor at the time of injury as the employer identifier code. The Contractor will be notified by the covered Hanford Site Contractor's workers' compensation representative of the identifier code;
- u. Provide queries and trend analyses from the contractor's electronic claims system (such as the DAVID Renaissance system or equivalent), as requested by the CO or COR; and
- v. Maintain both digital and hardcopy claims files according to L&I and DOE disposition schedules. All digital and hardcopy claims files shall remain the property of DOE. Disposition of the claims materials will be at the direction and discretion of DOE.

## 2. Customer Service Orientation

The Contractor shall:

- a. Conduct and or attend periodic meetings as requested by DOE;
- b. Provide a toll free telephone line accessible by DOE, all eligible Contractor employees (current and former), L&I, covered Hanford Site Contractors, and providers of services. The telephone shall be answered by Contractor personnel during business hours (Monday through Friday, 8:00 a.m. – 5:00 p.m. PST);
- c. Ensure voice mail is available during non-business hours. The Contractor must provide a response to claim requests and voice mail messages within twenty four (24) hours of receipt, or the next business day;
- d. Ensure at least eight (8) hours of service daily, Monday through Friday, 8:00 a.m. – 5:00 p.m. PST, at a fully staffed central processing office within the United States;
- e. Ensure that all benefit payments are accompanied with an explanation of benefits to the claimant or payee; and
- f. Provide accurate and factual communication to, and coordination among, the COR, the claimant, the attending physician, the covered Hanford Site

Contractor, the Hanford Occupational Medical Services provider, and any other entity involved in the management of a claim.

### 3. Resolving Issues and Process Improvement

The Contractor shall:

- a. Provide a corrective action plan when issues and/or non-compliances in its internal procedures and/or industry standards are identified. The corrective action plan shall include all claims involved, the issues in question and written recommendations with schedule concerning resolution and/or appropriate action in accordance with the statutory provisions of the L&I;
- b. Provide a corrective action plan to the CO and COR within thirty (30) business days of knowledge of problem and/or non-compliance;
- c. Establish a chain of command for resolution of problems and/or non-compliance. For any potential conflicts of interest, perceived or real, that arise with regard to the handling of claim(s), the Contractor will immediately notify the CO and COR;
- d. Designate one or more Key Personnel as primary point(s) of contact;
- e. Provide proactive monitoring of all cases for the purpose of identifying, at the earliest possible opportunity, fraudulent conduct by claimants, providers, or others. The Contractor shall be responsible for investigating all such cases. The Contractor shall notify the CO and COR of all possible fraud; and
- f. Review policies and procedures, as needed, to develop new and innovative ways to enhance the site claims administration process, increase efficiency and submit such recommendations to the CO and COR for approval.

#### **C.5 MANAGEMENT AND OVERSIGHT OF INSURANCE CLAIM NUMBER 8600434**

The Contractor shall provide case management services to include the coordination of medical care and processing of expense payments for Industrial Insurance Claim number 8600434. Claimant 8600434 was injured at Hanford in 1979 and sustained C5 tetraplegia (spinal cord injury). The claim has been closed and costs associated with the claim are not reportable to L&I. The Contractor shall continue to manage the claim using L&I "Medical Aid Rules and Fee Schedules". Exceptions to the Medical Aid Rules that are required for good medical practice in this case are in a 2004 Arbitration Award. The appropriate amount of attendant care consistent with the accepted standard of care in such cases is in a 2012 Arbitration Award. Both Awards will be provided to the Contractor by DOE-RL after contract award.

## **C.6 PROCESSING OF ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA) CLAIMS**

- a. The Contractor shall provide all required labor and materials necessary to compile and forward an electronic copy of individual Worker's Compensation records case files which have been requested by DOE-RL EEOICPA Program Office, pursuant to EEOICPA. Additional details for processing EEOICPA claims are as follows:
  1. DOE-RL EEOICPA Program Office will periodically forward a list to the Contractor, via E-mail, of EEOICPA claimants. The Contractor shall search all files and databases for records pertaining to the listed claimants and notify DOE-RL EEOICPA Program Office within five days if the records exist.
  2. The Contractor will compile copies of all individual case files, excluding information being withheld for legal reasons. If information is withheld, the Contractor shall indicate this in their transmittal.
  3. The Contractor shall forward the case files to DOE-RL EEOICPA Program Office in a PDF/A electronic format within thirty (30) days from the date of the original request. The Contractor shall provide documentation that a search was conducted for each individual using established criterion along with a written description of the relevant record systems searched and the search criteria used (e.g., name, social security number, etc.).
- b. DOE-RL EEOICPA Program Office will occasionally request that the Contractor provide information related to benefits paid for a specific illness related to an individual. This information shall include the final determination and an itemized account of the benefits paid to each benefit category (i.e. medical benefits, disability benefits, death benefits, settlement amount, attorney fees, vocational rehabilitation, and the amount of any disability payment issued during vocational rehabilitation training). The Contractor shall forward this information to DOE-RL EEOICPA Program Office in a PDF/A electronic format within five (5) working days of the date of the request.
- c. If the DOE-RL EEOICPA Program Office requests documentation in relationship to a notification by the Department of Labor that an EEOICPA claimant is in a terminal state, the Contractor shall upon receipt of the written notification, provide the requested documents within one business day, unless some extraordinary circumstances preclude that turnaround.

## **C.7 REQUIRED SERVICES FOR CLAIMS UNDER MEDICARE SECTION 111**

The Contractor shall ensure compliance with the mandatory reporting requirements for group health plan arrangements and for Liability Insurance (including Self-Insurance), No-Fault Insurance, and Workers' Compensation under Section 111 of the Medicare,

Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L.110-173), 42 U.S.C. 1395y(b)(7) & (8).

Under federal law, Medicare is designated as the secondary payer of claims made by people eligible for coverage under other insurance. On behalf of DOE-RL, the Contractor shall reimburse Medicare for any payments for which Hanford Site Workers' Compensation self-insurance is determined to be responsible.

The Contractor shall ensure compliance with the US Department of Health and Human Services (HHS) mandate of the replacement of the ICD-9-CM code sets (used by medical billers to report health care diagnoses and procedures) with ICD-10 codes, effective Oct. 1, 2015.

**PART I – THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

**TABLE OF CONTENTS**

<b>D.1</b>	<b>PACKAGING.....</b>	<b>1</b>
<b>D.2</b>	<b>MARKING .....</b>	<b>1</b>

**D.1 PACKAGING**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

**D.2 MARKING**

- a. Each package, report or other deliverable shall be accompanied by a cover letter which:
  1. Identifies the contract by number under which the item is being delivered.
  2. Identifies the deliverable item and the specific contract reference that requires the delivered item(s).
- b. For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the cover letter shall be furnished to the Contracting Officer.

**PART I – THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

**TABLE OF CONTENTS**

<b>E.1</b>	<b>FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996) .....</b>	<b>1</b>
<b>E.2</b>	<b>FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) .....</b>	<b>2</b>
<b>E.3</b>	<b>DOE-E-1001 INSPECTION AND ACCEPTANCE .....</b>	<b>2</b>

**E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)**

- a. *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The *Contractor* shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.
- c. The *Government* has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the *Government* performs inspections or tests on the premises of the Contractor or a Sub-Contractor, the Contractor shall furnish, and shall require Sub-Contractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. If any of the *services* do not conform with Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by reperformance, the Government may--
  1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  2. Reduce the Contract price to reflect the reduced value of the services performed.
- f. If the *Contractor* fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Government may--
  1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  2. Terminate the Contract for default.

(End of clause)

**E.2 FAR 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)**

- a. *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- b. The *Contractor* shall provide and maintain an inspection system acceptable to the Government covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during Contract performance and for as long afterwards as the Contract requires.
- c. The *Government* has the right to inspect and test all services called for by the Contract, to the extent practicable at all places and times during the term of the Contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If any of the *services* performed do not conform to Contract requirements, the Government may require the Contractor to perform the services again in conformity with Contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may –
  1. Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  2. Reduce any fee payable under the Contract to reflect the reduced value of the services performed.
- e. If the *Contractor* fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with Contract requirements, the Government may –
  1. By Contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
  2. Terminate the Contract for default.

(End of clause)

**E.3 DOE-E-1001 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

**PART I – THE SCHEDULE**

**SECTION F**

**DELIVERIES AND PERFORMANCE**

**TABLE OF CONTENTS**

<b>F.1</b>	<b>PERIOD OF PERFORMANCE.....</b>	<b>1</b>
<b>F.2</b>	<b>PRINCIPAL PLACE OF PERFORMANCE.....</b>	<b>1</b>
<b>F.3</b>	<b>REPORTING REQUIREMENTS .....</b>	<b>1</b>
<b>F.4</b>	<b>FAR 52.242-15 STOP-WORK ORDER (AUG 1989).....</b>	<b>3</b>
<b>F.5</b>	<b>FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984).....</b>	<b>4</b>

**F.1 PERIOD OF PERFORMANCE**

The period of performance (exclusive of the Transition Period, Section H.8) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 2014 and continue through September 30, 2019 (if all Options are exercised).

**F.2 PRINCIPAL PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be at the Contractor's discretion, provided the location is within the United States. A supervisory level staff person shall be located in the Tri-Cities area at least five consecutive days per month to attend meetings with DOE and Hanford Site Contractors, meet with claimants on concerns, and provide additional customer service activities.

**F.3 REPORTING REQUIREMENTS**

Reporting Requirements			
a. The following reports are required to be submitted electronically in accordance with Sections G.5. b. The Contractor shall provide the monthly, quarterly, bi-annual and annual reports within five (5) business days following the end of the reporting period:			
Title	Content	Frequency	Recipient
Funds Request	Request for funds in accordance with H.11, Claim Administration Payments. The request shall be provided using an Excel spreadsheet (format will be provided by the government).	Daily	COR and RL Finance Division.
Status Report of Individual Claims by Contractor/Subcontractor	Report by Hanford Site Contractor/Subcontractor of all open claims. The reports shall include: claimants name, file number, facility, date of injury, type of injury, date received by Contractor, body part, reserves, payments to date, status, adjusters name.	Monthly	COR and Current covered Site Contractor(s) receive a report of their claims only.
New Claims/Claims Closure Report by Contractor/Subcontractor	List of all claims opened and/or closed during the previous month	Monthly	COR and Current covered Site Contractor(s)

			receive a report of their claims only.
Open Case Liability Estimate Report by Contractor/ Subcontractor	List of claims by contractor with reserves; amounts of such reserves; and any changes from the previous month.	Monthly	COR
Claims Assignment	Total number of open claims assigned per adjuster.	Monthly	COR
Check Register	Report of payments made during the month. Such reports shall include the check number, payee, type of payment, amount, check date, file number, claimant name, and date of service. Beginning and ending balance of the account	Monthly	COR
Penalties	Penalties paid indicating the reason for the penalty, whether it is valid and/or in dispute, and the party responsible for the penalty.	Quarterly	COR
Reserves by Contractor/ Subcontractor	All open claims for which a reserve has been established and exceeds \$25,000.	Quarterly	COR
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.	Bi-annually	COR
Claims Status	Total number of claims files; opened, reopened, closed or denied, closed statistics, expense statistics by appropriate code, etc.	Bi-annually	COR
Rehabilitation	Claims assigned to Vocational Services, current status, and projected results and cost of services.	Bi-annually	COR
Legal Services	Claims with outside	Bi-annually	COR

	counsel, current status, assigned counsel, and projected results and cost of services.		
Claims Open Status	List of medical/indemnity claims that remained open past 180 days.	Bi-annually	COR
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	CO
Report of Records Holdings	Identifies volume of active records being maintained by Contractor	Annually	CO
Legal Management Plan (clause H.10)	See Section J.4	Due 60 Days After Contract Award	CO
Continuity of Operations Plan (COOP) (applicable to CRD 150.1)	See Section J.5	Due 60 Days After Contract Award	CO

**F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

**F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)**

- (a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- (b) A claim under this clause shall not be allowed -
- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION PLAN**

**TABLE OF CONTENTS**

<b>G.1</b>	<b>CONTRACT ADMINISTRATION .....</b>	<b>1</b>
<b>G.2</b>	<b>RL-G-1001 SUBMISSION OF REQUEST FOR PAYMENT - SUPPLIES OR SERVICES.....</b>	<b>1</b>
<b>G.3</b>	<b>MODIFICATION AUTHORITY .....</b>	<b>2</b>
<b>G.4</b>	<b>DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000) .....</b>	<b>3</b>
<b>G.5</b>	<b>ADMINISTRATIVE REPORTING REQUIREMENTS .....</b>	<b>4</b>

## **G.1 CONTRACT ADMINISTRATION**

The DOE Contracting Office and correspondence address is:

Linda K. Jarnagin, Contracting Officer  
U.S. Department of Energy  
Richland Operations Office  
Procurement Division  
P.O. Box 550, MSIN A7-80  
Richland, WA 99352  
Linda.Jarnagin@rl.doe.gov

Phone: 509-376-4466  
Fax: 509-376-2914

Marcy Aplet-Zelen, Contract Specialist  
U.S. Department of Energy  
Richland Operations Office  
Procurement Division  
P.O. Box 550, MSIN A7-80  
Richland, WA 99352  
Marcy.Aplet-Zelen@rl.doe.gov

Phone: 509-376-8510  
Fax: 509-376-2914

## **G.2 RL-G-1001 SUBMISSION OF REQUEST FOR PAYMENT - SUPPLIES OR SERVICES**

The Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered.

Contractors must submit invoices electronically through the Oak Ridge Financial Service Cent's (ORFSC) Vender Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allow vendors to submit invoices, attach supporting documentation and check the payment status of any invoice submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of invoice electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the invoice.

a. Invoices for CLIN0001-CLIN0009 and CLIN0012

The Contractor shall submit to the COR only a monthly invoice that contains the following information:

1. Claim Number
2. Employee Name
3. Site Contractor/Subcontractor the employee filed the claim under
4. Date the TPA Contractor received the claim
5. Claim Type
6. Total unit price
7. Previous invoice number (if costs were invoiced previously)
8. Percentage of unit price being requested
9. Amount due
10. Comments Section (new claim, closed, re-opening, changed from medical claim to indemnity etc.)
11. Date of injury
12. Body part

**Copies are to be submitted electronically to the COR**

b. Invoices for CLIN0010 - EEOICPA

The Contractor shall submit to the Government a monthly invoice that contains the following information:

1. Claim number
2. Claimants Name
3. Number of pages
4. Minutes used to perform the work

The invoice for CLIN0010 shall be due to DOE-RL no later than the 9<sup>th</sup> of every month. Invoices not simultaneously submitted to all specified recipients may be rejected or have payment delayed.

c. Invoices for CLIN0011 – Contractor Travel Expenses

The Contractor shall submit to the Government, in accordance with Federal Travel Regulations, on an as needed basis.

### **G.3 MODIFICATION AUTHORITY**

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to:

- a. accept nonconforming work;
- b. waive any requirement of this Contract; and
- c. modify any term or condition of this Contract.

**G.4 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- a. Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - 1. Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
  - 2. Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - 3. Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- b. The contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- c. Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - 1. Constitutes an assignment of additional work outside the Statement of Work;
  - 2. Constitutes a change as defined in the contract clause entitled "Changes;"
  - 3. In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - 4. Changes any of the expressed terms, conditions or specifications of the contract;  
or
  - 5. Interferes with the contractor's right to perform the terms and conditions of the contract.
- d. All technical direction shall be issued in writing by the COR.

- e. The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
  1. Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  2. Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or
  3. Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- f. A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

#### **G.5 ADMINISTRATIVE REPORTING REQUIREMENTS**

Required or otherwise requested documentation (reports, analysis, invoices, etc.) shall be sent electronically to a designated mail box (i.e. [sample@rl.doe.gov](mailto:sample@rl.doe.gov)) provided by DOE-RL after contract award.

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b>H.1</b>	<b>DOE-H-1001 OMBUDSMAN .....</b>	<b>1</b>
<b>H.2</b>	<b>DOE-H-1024 ALTERNATIVE DISPUTE RESOLUTION (ADR) .....</b>	<b>1</b>
<b>H.3</b>	<b>DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES .....</b>	<b>2</b>
<b>H.4</b>	<b>DOE-H-1040 LOBBYING RESTRICTIONS (APPROPRIATIONS ACT 2013) .....</b>	<b>2</b>
<b>H.5</b>	<b>DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS MAY 2011 (TAILORED).....</b>	<b>3</b>
<b>H.6</b>	<b>KEY PERSONNEL .....</b>	<b>3</b>
<b>H.7</b>	<b>ASSIGNMENT OF THIS CONTRACT.....</b>	<b>4</b>
<b>H.8</b>	<b>DOE-H-1069 TRANSITION TO FOLLOW-ON CONTRACT (JULY 2011) (TAILORED).....</b>	<b>4</b>
<b>H.9</b>	<b>DOE-H-1079 MANDATORY CHANGE ORDER ACCOUNTING .....</b>	<b>5</b>
<b>H.10</b>	<b>WORKERS' COMPENSATION LITIGATION AND CLAIMS SUPPORT .....</b>	<b>5</b>
<b>H.11</b>	<b>CLAIM ADMINISTRATION PAYMENTS.....</b>	<b>12</b>
<b>H.12</b>	<b>INTERFACE WITH THE HANFORD SITE OCCUPATIONAL MEDICAL SERVICES PROVIDER .....</b>	<b>13</b>
<b>H.13</b>	<b>CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR.....</b>	<b>13</b>
<b>H.14</b>	<b>FINES, PENALTIES AND ERRONEOUS PAYMENTS.....</b>	<b>13</b>

## **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, Peggy L. Fuller Office of Procurement Planning EM-81/Forrestal Building U.S. Department of Energy 1000 Independence Ave., SW Washington, D.C. 20585 Phone: 202-586-7087 Fax: 202-586-9833 E-mail: [peggy.fuller@hq.doe.gov](mailto:peggy.fuller@hq.doe.gov).

Concerns, issues, disagreements, and recommendations which cannot be resolved at the Contracting Activity may be referred to the DOE ombudsman, Peggy L. Fuller, Fax: 202-586-9833 E-mail: [peggy.fuller@hq.doe.gov](mailto:peggy.fuller@hq.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.
- g. 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/>.
- h. 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.
- i. 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).
- j. 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.

- k. 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 II – CONTRACT CLAUSES**

**SECTION I**

**CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b>I.1</b>	<b>FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....</b>	<b>1</b>
<b>I.2</b>	<b>FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000) .....</b>	<b>4</b>
<b>I.3</b>	<b>FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) .....</b>	<b>4</b>
<b>I.4</b>	<b>DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) .....</b>	<b>4</b>
<b>I.5</b>	<b>DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005) ...</b>	<b>6</b>

**I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this internet address:

<http://farsite.hill.af.mil/>

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NUMBER	DATE	TITLE
52.202-1	Jul 2004	Definitions (As modified by DEAR 952.202-1)
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Sub Contractor Sales to the Government
52.203-7	Oct 2010	Anti-Kickback Procedures
52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Sep 2013	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-4	May 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
52.204-10	Jul 2013	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	Jul 2013	System for Award Management Maintenance
52.204-14	Jan 2014	Service Contract Reporting Requirements
52.209-6	Aug 2013	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-9	Jul 2013	Updates if Publicly Available Information Regarding Responsibility Matters
52.209-10	May 2012	Prohibition on Contracting With Inverted Domestic Corporations
52.215-2	Oct 2010	Audit and Records--Negotiation
52.215-8	Oct 1997	Order of Precedence--Uniform Contract Format
52.215-21	Oct 2010	Requirements for Certified Cost or Pricing Data and data Other Than Certified Cost or Pricing Data – Modifications
52.216-7	Jun 2013	Allowable Cost and Payment
52.217-2	Oct 1997	Cancellation Under Multi-Year Contracts
52.217-8	Nov 1999	Option to Extend Services
52.219-6	Nov 2011	Notice if Total Small Business Set-Aside
52.219-8	Jul 2013	Utilization of Small Business Concerns
52.219-9	Jul 2013	Small Business Subcontracting Plan

NUMBER	DATE	TITLE
52.219-16	Jan 1999	Liquidated Damages- Subcontracting Plan
52.222-3	Jun 2003	Convict Labor
52.222-17	Jan 2013	Nondisplacement of Qualified Workers
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2010	Equal Opportunity for Veterans
52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2010	Employment Reports on Veterans
52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Nov 2007	Service Contract Act of 1965
52.222-43	Sep 2009	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple year and Option Contracts)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Aug 2013	Employment Verification
52.223-5	May 2011	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-14	Dec 2007	Rights in Data--General
52.228-5	Jan 1997	Insurance—Work on Government Installation
52.229-3	Feb 2013	Federal, State, and Local Taxes
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment
52.232-11	Apr 1984	Extras
52.232-18	Apr 1984	Availability of Funds
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Jul 2013	Prompt Payment
52.232-33	Jul 2013	Payment by Electronic Funds Transfer--System for Award Management
52.232-39	Jun 2013	Unenforceability of Unauthorized Obligations
52.233-1	Jul 2002	Disputes (Alt. I, Dec 1991)
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes--Fixed-Price (Alt. I, Apr 1984)
52.244-2	Oct 2010	Subcontracts
52.245-1	Apr 2012	Government Property
52.245-9	Apr 2012	Use and Charges

NUMBER	DATE	TITLE
52.246-25	Feb 1997	Limitation of Liability--Services
52.249-2	Apr 2012	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.251-1	Apr 2012	Government Supply Sources
52.253-1	Jan 1991	Computer Generated Forms

DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES

NUMBER	DATE	TITLE
952.202-1	Feb 2011	Definitions
952.203-70	Dec 2000	Whistleblower Protection for Contractor Employees
952.204-75	Dec 2000	Public Affairs
952.204-77	Aug 2006	Computer Security
952.208-70	Apr 1984	Printing
952.209-72	Aug 2009	Organizational Conflicts of Interest
952.215-70	Jul 2009	Key Personnel
952.219-70	May 2000	DOE Mentor-Protégé Program
952.226-74	Jun 1997	Displaced Employee Hiring Preference
952.242-70	Dec 2000	Technical Direction

CLAUSES IN FULL TEXT

**I.2 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, six months.

(End of Clause)

**I.3 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class

Monetary Wage--Fringe Benefits

Equivalent Federal Hire Classifications, Wages, and Benefit Programs are described on the Office of Personal Management website at [www.opm.gov](http://www.opm.gov)

(End of Clause)

**I.4 DEAR 970.5204-2 LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or

- regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise List B and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise List B and so advise the Contractor not later than 30 days prior to the effective date of the revision of List B. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."
- (c) Environmental, Safety, and Health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the Contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.
- (d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down

the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

**I.5 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.
  - 1. Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.  
[70 FR 37010 Jun. 28, 2005]
  - 2. Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
  - 3. Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
  - 4. Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - 5. The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - i. Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

- ii. The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - iii. Patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the Contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor Contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor. In addition, the Contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.
- (g) Subcontracts. The Contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

1. The value of the subcontract is greater than \$2 million (unless specifically waived by the Contracting Officer);
2. The Contracting Officer determines that the subcontract is, or involves, a critical task related to the contract; or
3. The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

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

**SECTION J**

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
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	1
J.5	CONTINUITY OF OPERATIONS PLAN	1
J.6	LIST OF APPLICABLE DOE DIRECTIVES AND CONTRACTOR REQUIREMENTS DOCUMENTS	1

**ATTACHMENT**

**J.1 COVERED SITE CONTRACTORS/SUB-CONTRACTORS**

**Current Covered Prime Contractors and their Covered Sub-Contractors:**

**HPM Corporation (HPMC) (10/1/2012 – present)**

HPMC Covered Subs:

Computer Science Corp (CSC)

**Advanced Technologies & Laboratories International, Inc. (ATL) (5/16/2005- present)**

No subcontractors

**Battelle Memorial Institute/Pacific Northwest National Laboratory (PNNL)**

No subcontractors

**CH2M Hill Plateau Remediation Company (CHPRC) (10/01/2008 - present)**

No subcontractors

**Mission Support Alliance, LLC (MSA) (08/24/2009 – present)**

MSA Covered Subs:

Akima Hanford Services, LLC

Akima Facilities Management

Dade Moeller & Associates Hanford Mission Support, LLC

HPM Corporation – MSA

PSI, Inc.

Westech International MSA, LLC

Westech Intl

**Washington Closure Hanford LLC (WCH) (8/27/2005 – present)**

No subcontractors (effective 10/1/2012)

**Washington River Protection Solutions LLC (WRPS) (10/01/2008 - present)**

No subcontractors

**Historical Covered Prime and Sub Contractors:**

CH2M Hill Plateau Remediation Company (CHPRC) Subs:

Babcock Services - PRC (10/01/2008 – 09/30/2013)  
Babcock Services PRC LLC (10/01/2008 – 09/30/2013)  
Enrep PRC (10/01/2008 – 09/30/2013)  
Enrep PRC Inc. (10/01/2008 – 09/30/2013)  
East Tennessee Materials & Energy - PRC (10/01/2008 – 09/30/2013)  
Fluor Federal Services (10/01/2008 – 09/30/2013)  
M&EC PRC Inc. (10/01/2008 – 09/30/2013)  
GEM Technology International - PRC (10/01/2008 – 09/30/2013)  
GEM Technology - PRC Inc. (10/01/2008 – 09/30/2013)  
Cavanagh Services Group - PRC (10/1/2008 – 12/14/2012)  
Cavanagh Services Group PRC, LLC (10/1/2008 – 12/14/2012)

Mission Support Alliance, LLC (MSA) Subs:

Abadan Hanford LLC (08/24/2009 – 09/30/2013)  
CSC Hanford LLC (08/24/2009 – 07/19/2013)  
Pacific Architects and Engineers Incorporated (PAE) (07/19/2013 – 09/30/2014)  
R. J. Lee Group Inc. – MSA (08/24/2009 – 09/30/2014)  
RJ Lee Group, Inc. (08/24/2009 – 09/30/2014)  
Hanford Crane & Rigging, LLC (No coverage – contract was not awarded)  
CSC Applied Technologies (08/24/2009 – 07/19/2013)  
PSI-Hanford, Inc. (08/24/2009 – 01/11/2013)

CH2M HILL Hanford Group, Inc. - CH2M HILL (01/01/00 – 12/31/2012)

Eberline Services Hanford, Inc. (ESHI) (6/14/06 – 9/30/2012)

Computer Science Corp (CSC) (4/1/2011 – 9/30/2012)  
CSC Subs: HPMC (6/6/04 – 9/30/2012)

AdvanceMed (AMH) (name changed to CSC 04/01/2011) (06/06/04 – 03/31/2011)

Fluor Federal Services Northwest, Inc. (Craft Workers Only) (coverage ended 08/24/09)

Integrated Logistics Services, Inc. (ILSI) (6/14/06 – 9/30/08) (sub to WCH)

Bechtel Hanford Inc. (BHI) (coverage ended 8/26/05)

BHI Subs:

CH2M Hill Hanford, Inc. (coverage ended 8/26/05)  
Eberline Services Hanford, Inc. (coverage ended 8/26/05)  
Thermo Hanford (coverage ended 8/26/05)

**Historical Covered Prime and Sub Contractors:**

Hanford Environmental Health Foundation (HEHF)  
(aka Hanford Occupational Health Foundation) (coverage ended 6/5/04)  
No subcontractors

Fluor Hanford Inc. (FHI) (coverage ended 08/24/09)

FHI Subs:

Energy Solutions Federal Services of Hanford, Inc. (10/23/06 – 08/24/09)  
Numatec Hanford Corporation (coverage ended 08/24/09)  
Duratek Federal Services of Hanford, Inc. (10/23/06, Name changed to  
Energy Solutions Federal Services of Hanford, Inc.)  
Protection Technology Hanford (Day & Zimmerman, LLC dba) (coverage  
ended 9/30/05)

Babcock and Wilcox Hanford Company  
Duke Engineering & Services Hanford, Inc.  
DynCorp Tri-Cities Services, Inc.  
Fluor Daniel Northwest Services (craft workers only)  
Lockheed Martin Hanford Corporation  
Rust Federal Services of Hanford, Inc.  
Waste Management Hanford  
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  
AII-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

\*Note: This list will be updated unilaterally by the CO throughout the Contract.

**Attachment**

**J.3 Service Contract Act Wage Determination**

WD 05-2569 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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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
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Diane C. Koplewski Director		Wage Determination No.: 2005-2569 Revision No.: 16 Date Of Revision: 07/25/2014
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States: Oregon, Washington

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

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		\$ 13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07

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01612 - Word Processor II	16.91
01613 - Word Processor III	18.91
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33

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12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06
12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	

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15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49
15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20

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23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	22.70
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	

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27004 - Alarm Monitor		22.01
27007 - Baggage Inspector		17.55
27008 - Corrections Officer		23.96
27010 - Court Security Officer		25.24
27030 - Detection Dog Handler		22.01
27040 - Detention Officer		23.96
27070 - Firefighter		25.75
27101 - Guard I		17.55
27102 - Guard II		22.01
27131 - Police Officer I		28.67
27132 - Police Officer II		31.84
28000 - Recreation Occupations		
28041- Carnival Equipment Operator		15.64
28042 - Carnival Equipment Repairer		16.71
28043 - Carnival Equipment Worker		11.72
28210 - Gate Attendant/Gate Tender		14.01
28310 - Lifeguard		11.90
28350 - Park Attendant (Aide)		15.66
28510 - Recreation Aide/Health Facility Attendant		11.35
28515 - Recreation Specialist		19.27
28630 - Sports Official		12.47
28690 - Swimming Pool Operator		22.22
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		27.81
29020 - Hatch Tender		27.81
29030 - Line Handler		27.81
29041 - Stevedore I		25.82
29042 - Stevedore II		29.78
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		16.14
30022 - Archeological Technician II		18.43
30023 - Archeological Technician III		24.07
30030 - Cartographic Technician		25.48
30040 - Civil Engineering Technician		24.78
30061 - Drafter/CAD Operator I		16.14
30062 - Drafter/CAD Operator II		18.43
30063 - Drafter/CAD Operator III		20.55
30064 - Drafter/CAD Operator IV		24.77
30081 - Engineering Technician I		16.35
30082 - Engineering Technician II		18.35
30083 - Engineering Technician III		20.53
30084 - Engineering Technician IV		25.43
30085 - Engineering Technician V		31.11
30086 - Engineering Technician VI		38.46
30090 - Environmental Technician		22.34
30210 - Laboratory Technician		23.90
30240 - Mathematical Technician		22.36
30361 - Paralegal/Legal Assistant I		17.77
30362 - Paralegal/Legal Assistant II		22.02
30363 - Paralegal/Legal Assistant III		26.94
30364 - Paralegal/Legal Assistant IV		32.59
30390 - Photo-Optics Technician		22.36
30461 - Technical Writer I		22.20
30462 - Technical Writer II		27.15
30463 - Technical Writer III		32.85

30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see2) 20.55
30621 - Weather Observer, Senior	(see2) 20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81
99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per 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 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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) AIR TRAFFIC CONTROLLERS AND 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 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnances, 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 ordnances, 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHO home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WOOL) Web site at <http://wdol.gov/>.

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.

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.4 LEGAL MANAGEMENT PLAN

1. **Retention of Counsel:** Contractor has determined that the following legal matters may necessitate handling by retained counsel:
  - a. Any matter appealed to the Board of Industrial Insurance Appeals (BIIA) or any higher level court by the Claimant;
  - b. Any matter which Contractor/DOE determines should be appealed to BIIA or any higher level court;
  - c. Any matter involving complex or novel issues, which may require the expertise of an attorney, even if the matter is still pending before the Department of Labor & Industries (L&I);
  - d. Any matter in which Contractor believes DOE's interests are best served through having legal representation.
  
2. **Utilization of Outside Counsel:** The following factors are to be considered when determining whether to utilize retained counsel for a particular legal matter:
  - a. The strength of DOE's position and possible negative precedent that may result from failing to retain counsel to pursue the matter;
  - b. The potential ultimate exposure to DOE for payment of benefits;
  - c. Likelihood of prevailing; and
  - d. The projected costs for legal services to pursue litigation.
  
3. **Selection Criteria:** In selecting retained counsel, the following factors have been considered:
  - a. How competitive the attorney's rates and results are, compared to other attorneys in the relevant geographic area;
  - b. The attorney's reputation for performance and proficiency in handling workers' compensation claims in the State of Washington;
  - c. The extent of the attorney's expertise and years of practice;
  - d. The attorney's familiarity with DOE activities at the Hanford Site, including various issues unique to the operations at Hanford;
  - e. The attorney's geographic location relative to the location of the Hanford Site and the location of the tribunal handling the matter;
  - f. Any potential conflict(s) of interest; and

g. The attorney's means and rates of compensation.

4. **Current Outside Counsel Approved for Retention:** After taking the above enumerated factors into consideration, Contractor has selected and retained, the following attorneys approved under the prior third party administrator's contract:

Lawrence Mann, Esq.  
5800 Meadows Road, Suite 220  
Lake Oswego, Oregon 97035

Mark Dynan, Esq.  
2102 N Pearl Suite D400  
Tacoma, WA 98406

Attached hereto as Exhibit A are the rates that have been negotiated with each attorney for himself and his staff. These rates may not be changed without DOE approval.

Should Contractor decide to utilize the services of an attorney not listed above, Contractor will do so only after careful consideration of the factors set forth herein. Furthermore, Contractor will secure DOE approval of such retained counsel and will obtain counsel's agreement to abide by all requirements imposed by DOE and Contractor. In determining which attorney will be assigned a particular matter, Contractor will primarily consider the geographical location of the attorney and the nature of the legal issues to be addressed.

5. **Notification of Outside Counsel Obligations:** The retained attorney was previously apprised of their obligation under the contract with regard to legal referrals, billing, reporting, and fees as set forth in Section J.7 of the prior contract with DOE (Contract # DE-AC06-09RL15009). Contractor will readdress all of these service instructions with approved attorney upon the approval of the Litigation Management Plan under Contract # DE-EM0003383.
6. **Letter of Engagement:** Whenever a matter is assigned to retained counsel, they will receive an engagement letter from Contractor, requesting his/her services on a particular matter. The letter will be from the adjuster handling that matter, and it will set forth a brief factual summary. It will also request the attorney's assessment of the case and the attorney's recommendations, as well as an anticipated budget for handling the matter. The engagement letter will specify that the adjuster must be contacted prior to the attorney taking any action on the matter, that the attorney must copy all pleadings and correspondence to Contractor's Program Manager and that retained counsel's costs may not exceed \$25,000.00 without prior written approval from Contractor.

If retained counsel anticipates exceeding \$25,000.00 in costs, he/she will be required to submit a letter outlining a history of the matter, identifying the current stage of litigation, analyzing the potential outcome(s) should the matter proceed forward, summarizing their recommendations for further action, and providing a detailed estimate of the costs which may be incurred if the matter proceeds forward. This letter will be sent to Contractor's Program Manager, who will review and then forward to Contracting Officer's Representative (COR) for review and approval. If approval is granted by DOE, then Contractor's Richland Program Manager will notify retained counsel accordingly.

In addition, the engagement letter will include the following: 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 such records to third parties; notification that the Contractor, DOE, and the Government Accountability Office have the right to inspect, copy, and audit all records documenting billable fees and costs; and, 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.

Contractor will secure agreements from retained counsel to follow appropriate billing format as set forth in Attachment to Appendix to 10 CFR 719, and to submit invoices on a monthly basis. The engagement letter will not address "significant matters" as defined in 10 CFR 719 because it is highly unlikely that any one case will result in legal fees in excess of \$100,000.00. Contractor and DOE recognize that there is a mediation proceeding once the matter is referred to the BIIA and that Alternative Dispute Resolution (ADR) is not a part of this process of adjudication.

7. **Litigation Management and Cost Containment:**

- a. To ensure effective litigation management and cost containment, Contractor's Program Manager will be copied on any and all correspondence to and from retained counsel, as well as all pleadings and other correspondence submitted by retained counsel in any particular matter.
- b. All retained counsel will be required to timely submit invoices for their services in accordance with DOE and Contractor requirements. Each invoice will be reviewed by the adjuster handling the particular file or by the adjuster's manager. If there are any questions, those may be addressed with retained counsel. Once Contractor is satisfied that the invoice is acceptable Contractor will approve same and forward to DOE for review and approval. Each invoice will be accompanied by a cover sheet requesting approval and indicating if the invoice costs are related to a Superior Court claim.

- c. Contractor will engage in frequent interaction with and provide continuous oversight of retained counsel, to include the following:
- (1) All correspondence and pleadings will be copied to Contractor's Program Manager;
  - (2) All correspondence and pleadings will be copied to the adjuster;
  - (3) All correspondence and pleadings will be reviewed by adjuster and Program Manager;
  - (4) Retained counsel will provide a status report every 60 days on all open files;
  - (5) Periodic communication via telephone and/or e-mail will take place as needed between retained counsel and Contractor; and
  - (6) Retained counsel will be responsive to any inquiries from Contractor and/or DOE.
- d. Contractor will attempt to ensure appropriate interaction between retained counsel and DOE's Contracting Officer Representative (COR), Contracting Officer (CO) and DOE/RL Counsel through the following:
- (1) Periodic meetings with on-site DOE contractors and DOE's COR;
  - (2) Contractor will act as liaison between retained counsel and DOE's CO and DOE/RL Counsel, and will ensure open and effective communication; and
  - (3) Contractor notification to DOE/RL Counsel and/or DOE CO and/or COR regarding any litigation issues which may be particularly sensitive or potentially problematical.
8. **Approach to Legal Decision Making**: Contractor's approach to legal decision making is to at all times proceed in a manner that protects the interests of DOE, and to do so in a fair and lawful manner, in accordance with the applicable statutes, rules, and regulations by the State of Washington. Implementation of this approach will be accomplished as follows:

When an adjuster or manager identifies a situation which may require legal analysis or which is indicative of the need for legal representation, Contractor's Program Manager will be provided a memorandum which outlines the potential legal issues. Contractor's Program Manager will then review the matter and determine whether it needs to be forwarded for review by DOE. If so, the Program Manager will advise the COR of the situation and provide recommendations and/or request guidance if needed. In certain circumstances, Contractor's Program Manager will contact the

COR regarding the matter. Contractor will then take whatever action is authorized or directed by DOE.

- b. 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.
9. **Revisions:** This Legal Management Plan will be updated or modified on an as-needed basis.