

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1   3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0065	See Block 16C	18AU000189	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
HPM CORPORATION Attn: Erica Ramos 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 993382320			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		06/08/2012
012911892			

**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) Net Increase: \$30,000.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral, Contract Clause B.19 Obligation of Funds, B.20 Limitation of Government's Obligation

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

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

DUNS Number: 012911892  
Occupational Medical Services for the United States Department of Energy Hanford Site.  
This Contract is subject to Contract Clauses I.70 FAR 52.232-18, "Availability of Funds" and I.132 FAR 52.232-22, "Limitation of Funds."

This modification provides \$30,000.00 of incremental funding for Fiscal Year 2018, increasing the total obligation from \$86,888,049.29 to \$86,918,049.29, which the Contractor exceeds at its own risk. The total contract amount remains \$98,813,065.34. This modification revises Contract Sections B.19 to reflect the increase in funds.

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	12/08/2017
		_____ (Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0002043/0065

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NAME OF OFFEROR OR CONTRACTOR  
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The revised conformed Contract Section is included with this modification.</p> <p>Details of the Contract change are included on the SF30 Continuation Page of this modification.</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$13,056,878.30 New Total Amount for this Award: \$98,813,065.34 Obligated Amount for this Modification: \$30,000.00 New Total Obligated Amount for this Award: \$86,918,049.29 Incremental Funded Amount changed: from \$86,789,864.96 to \$86,819,864.96</p> <p>CHANGES FOR LINE ITEM NUMBER: 14 Obligated Amount for this modification: \$30,000.00 Incremental Funded Amount changed from \$4,183,617.25 to \$4,213,617.25</p> <p>Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 US</p> <p>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 FOB: Destination Period of Performance: 10/01/2012 to 09/30/2018</p>				

**SF30 BLOCK 14 CONTINUATION:**

Modification 065 is a funding only action which revises the following section of the Contract:

1. This modification updates Section B.19, "Obligation of Funds," as follows:
  - This modification obligates \$30,000.00 of incremental funding to Contract CLIN 014 Option Period 4 (Year Six) Firm-Fixed-Price with Award Fee, increasing the incremental funded amount from \$4,183,617.25 to \$4,213,617.25;
    - Therefore, Section B.19(b), "Obligation of Funds," increases from \$63,820,902.89 to \$63,850,902.89 by \$30,000.00.

All other terms and conditions remain unchanged. End of Modification No. 065

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### **B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED**

This is a hybrid contract that includes Firm-Fixed-Price (with award fee provisions), a Cost Reimbursement (with no fee), and an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the purpose of providing Occupational Medical Services for the DOE Hanford Site, Richland, WA.

Under the Firm-Fixed-Price (with award fee provisions) portion of the contract, the contractor shall furnish all personnel, materials, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described in Section C.2.1, Firm-Fixed Price Scope of the Performance Work Statement (PWS), including providing a “readiness to serve” level of staffing, and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope.

The award fee provision is provided to ensure superior performance in delivery of occupational medical services as described in the annual Performance Evaluation and Measurement Plan (Section H). The nature of the services (health care services) prompts the Government to desire the highest quality service delivered in the most conscientious and professional manner in order to protect and promote the health and welfare of the Hanford Site workers.

Under the Cost Reimbursement (with no fee) portion of the contract, the contractor shall furnish all facilities, equipment, personnel, and services (except as expressly set forth in this contract as furnished by the Government) necessary for the performance of work as described in Section C.2.2, Cost Reimbursable Scope of the PWS.

Under the IDIQ portion of the contract, the contractor shall furnish additional personnel, as required by Government-issued Task Orders, necessary for the performance of work as described in Section C.2.3, Indefinite Delivery/Indefinite Quantity Scope. IDIQ services shall be ordered in accordance with Section I clauses “Ordering”, “Order Limitations”, “Indefinite Quantity”, and Section H clause entitled “Task Ordering Procedure”. The minimum ordering guarantee for the IDIQ portion of the contract is \$5,000.

**B.2 BASIC TERM OF PERFORMANCE – CLIN 001 – Transition**

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Transition*	\$32,728.11	\$98,184.33
<b>Total Firm-Fixed-Price</b>		<b>\$98,184.33</b>

\* Award fee does not apply to the transition period.

**B.3 BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE**

(a) The Basic Term of Performance for the work described in Section C.2.1 is two (2) years from date of award as follows:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year One	\$917,014	\$11,018,752.01
Year Two	\$939,753	\$11,277,036.00
<b>Total Firm-Fixed-Price</b>		<b>\$22,295,788.01</b>

(b) The Total Available Award Fee for the Basic Term of Performance provided in paragraph B.3 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>	<b>EARNED AWARD FEE</b>
Year One	\$300,000.00	\$284,250.00
Year Two	\$310,000.00	\$280,705.00
<b>Total Available Award Fee for Basic Term</b>	<b>\$610,000.00</b>	<b>\$564,955.00</b>

**B.4 BASIC TERM OF PERFORMANCE - CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)**

The total estimated cost (with no fee) for the work described in Section C.2.2 is two (2) years from date of award as follows:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year One	\$4,568,620.58
Year Two	\$4,908,981.62
<b>Total Estimated Cost (with no fee)</b>	<b>\$9,477,602.20</b>

**B.5 BASIC TERM OF PERFORMANCE – CLIN 004 – IDIQ**

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE</b>	
		<b>Year One</b>	<b>Year Two</b>
<b>Physician</b>	<b>1000</b>	<b>\$156.33</b>	<b>\$163.43</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$90.29</b>	<b>\$94.39</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$81.74</b>	<b>\$85.45</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$64.27 RN \$89.16 NP</b>	<b>\$67.19 RN \$93.22 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$64.27</b>	<b>\$67.19</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$59.64</b>	<b>\$62.35</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$42.74</b>	<b>\$44.69</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$87.70</b>	<b>\$91.69</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$46.78</b>	<b>\$48.91</b>

\*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

**B.6 OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE**

(a) The government may require the delivery of work described in Section C.2.1 as follows:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Three	\$965,325 (Oct-July) \$974,112.75 (Aug-Sep)	<b>\$11,601,475.50</b>

(b) The Total Available Award Fee for Option One, paragraph B.6 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>	<b>EARNED AWARD FEE</b>
Year Three	<b>\$320,000.00</b>	<b>\$287,680.00</b>

**B.7 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)**

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year Three	<b>\$3,866,286.12</b>

**B.8 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ**

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Three</b>
<b>Physician</b>	<b>1000</b>	<b>\$169.54</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$97.92</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$88.65</b>

<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$69.70 RN</b> <b>\$96.70 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$69.70</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$64.68</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$46.36</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$95.11</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$50.73</b>

\*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

**B.9 OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE**

(a) The government may require the delivery of work described in Section C.2.1 as follows:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Four	\$998,963.15 (Oct-Jan) \$999,642.47 (Feb-Sep)	<b>\$11,992,992.40</b>

(b) The Total Available Award Fee for Option Two, paragraph B.9 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>	<b>EARNED AWARD FEE</b>
Year Four	<b>\$330,000.00</b>	<b>\$302,610.00</b>

**B.10 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)**

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year Four	<b>\$3,711,828.75</b>

**B.11 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 0010 - IDIQ**

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Four</b>
<b>Physician</b>	<b>1000</b>	<b>\$176.83</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$102.13</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$92.46</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$72.70 RN \$100.86 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$72.70</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$67.46</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$48.35</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$99.20</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$52.91</b>

\*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

**B.12 OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE**

(a) The government may require the delivery of work described in Section C.2.1 as follows:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Five	\$1,020,982.06	\$12,251,784.73

(b) The Total Available Award Fee for Option Four, paragraph B.12 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year Five	\$340,000.00

**B.13 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)**

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year Five	<b>\$4,438,000.00</b>

**B.14 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ**

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Five</b>
<b>Physician</b>	<b>1000</b>	<b>\$181.16</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$104.63</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$94.72</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$74.48 RN \$103.33 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$74.48</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$69.11</b>
<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$49.53</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$101.63</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$54.21</b>

\*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

**B.15 OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE**

(a) The government may require the delivery of work described in Section C.2.1 as follows:

<b>PERFORMANCE PERIOD</b>	<b>UNIT PRICE PER MONTH</b>	<b>TOTAL FIRM-FIXED-PRICE</b>
Year Six	\$1,058,906.52	<b>\$12,706,878.30</b>

(b) The Total Available Award Fee for Option Four, paragraph B.15 (a) is as follows:

<b>PERFORMANCE PERIOD</b>	<b>AVAILABLE AWARD FEE</b>
Year Six	<b>\$350,000.00</b>

**B.16 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)**

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

<b>PERFORMANCE PERIOD</b>	<b>TOTAL ESTIMATED COST (WITH NO FEE)</b>
Year Six	<b>\$4,527,000.00</b>

**B.17 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ**

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

<b>POSITION*</b>	<b>DPLH NTE (Per Year)</b>	<b>HOURLY RATE Year Six</b>
<b>Physician</b>	<b>1000</b>	<b>\$186.59</b>
<b>Physician Assistant</b>	<b>1000</b>	<b>\$107.77</b>
<b>Psychologist</b>	<b>1000</b>	<b>\$97.56</b>
<b>Nurse/Nurse Practitioner</b>	<b>1000</b>	<b>\$76.71 RN \$106.43 NP</b>
<b>Case Manager</b>	<b>1000</b>	<b>\$76.71</b>
<b>Epidemiologist</b>	<b>1000</b>	<b>\$71.18</b>

<b>Medical Assistant Certified</b>	<b>1000</b>	<b>\$51.02</b>
<b>Certified Industrial Hygienist</b>	<b>1000</b>	<b>\$104.68</b>
<b>Registered X-Ray Technician</b>	<b>1000</b>	<b>\$55.84</b>

\*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

**B.18 AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014**

- (a) For the basic term of the contract and options, there is no base fee amount. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-10). To earn award fee under the PEMP, the Contractor is required to provide superior occupational medical services beyond the minimum Contract requirements. The PEMP will be unilaterally established by the Government. Initial and subsequent PEMPs shall be provided to the Contractor not later than 30 calendar days prior to the start of the evaluation period(s).
- (b) The PEMP will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance. Award Fee will not be used to incentivize the Contractor to meet contract expectations and requirements but will be used to incentivize exceptional performance.
- (c) The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the period to which the change will apply.
- (d) Immediately upon final determination of the award fee for the annual evaluation period by the Fee Determining Official (FDO), the Contractor may invoice any fee amount due. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

**B.19 OBLIGATION OF FUNDS**

- (a) Pursuant to Section B.20 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$98,184.33** for CLINs 001.
- (b) Pursuant to Section B.20 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$63,8520,902.89** for CLINs 002, 005, 008, 011 and 014.

- (c) Pursuant to Section I clause entitled FAR 52.232-22 “Limitation of Funds”, the total amount of incremental funding allotted is \$22,968,962.07 for CLINs 003, 006, 009, 012 and 015.
- (d) The total amount of incremental funding allotted for the potential IDIQ scope (CLINs 004, 007, 010, 013 and 016) is not known until the IDIQ Task Orders are issued. Each IDIQ Task Order will be either fully funded or incrementally funded within the Task Order itself.

## **B.20 LIMITATION OF GOVERNMENT’S OBLIGATION**

- (a) Funds are not presently available for performance under this contract beyond 01/26/2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 01/26/2018 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- (b) For Firm Fixed Price CLINs 002, 005, 008, 011 and 014, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for contract performance after the date of notification. If after

- such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.
  - (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
  - (f) The Government may at any time prior to termination allot additional funds for the performance of contract line item(s) 002, 005, 008, 011 and 014.
  - (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
  - (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
  - (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.