

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 4
2. AMENDMENT/MODIFICATION NO. 0046	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 16EM001653	5. PROJECT NO. (If applicable)
6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORPORATION Attn: LAURA MILLS 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 993382320		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 012911892			9B. DATED (SEE ITEM 11)
FACILITY CODE		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043
			10B. DATED (SEE ITEM 13) 06/08/2012
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:	\$2,000,000.00

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).
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.)

Tax ID Number: 91-2131802

DUNS Number: 012911892

Occupational Medical Services for the United States Department of Energy Hanford Site.

In accordance with mutual agreement of the parties, the purpose of this modification is to add incremental funding and update the following Contract Sections: Section B.19, Section B.20, Section G.1, and Section J Attachment J-2.

This modification provides \$2,000,000.00 of incremental funding, increasing the total obligation from \$59,457,643.93 to \$61,457,643.93 which the Contractor exceeds at its own risk. The Total Amount of contract remains \$100,160,468.47.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Marcy J. Aplet-Zelen	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		Signature on File	05/19/2016
		_____ (Signature of Contracting Officer)	

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Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print) <i>Laura Mills Contracts & Fin. Mgr.</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcy J. Aplet-Zelen
15B. CONTRACTOR/OFFEROR <i>Laura Mills</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5-17-16
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0046

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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>Details of this contract change are included on Page 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</p> <p>New Total Amount for this Award: \$100,160,468.47 Obligated Amount for this Modification: \$2,000,000.00 New Total Obligated Amount for this Award: \$61,457,643.93</p> <p>CHANGES FOR LINE ITEM NUMBER: 8 Obligated Amount for this modification: \$1,500,000.00 Incremental Funded Amount changed from \$8,261,710.23 to \$9,761,710.23</p> <p>CHANGES FOR LINE ITEM NUMBER: 9 Obligated Amount for this modification: \$500,000.00 Incremental Funded Amount changed from \$2,323,120.66 to \$2,823,120.66 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</p> <p>FOB: Destination Period of Performance: 10/01/2012 to 09/30/2018</p> <p>Change Item 00008 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0046

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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)
00008	OCCMED Hanford - Option Period 2 (Year Four) FPAF Line item value is:\$12,322,992.40 Incrementally Funded Amount: \$9,761,710.23 Change Item 00009 to read as follows (amount shown is the total amount):				12,322,992.40
00009	OCCMED Hanford - Option Period 2 (Year Four) Cost Reimbursement Line item value is:\$4,351,000.00 Incrementally Funded Amount: \$2,823,120.66				4,351,000.00

SF30 BLOCK 14 CONTINUATION:

Modification 046 is a supplemental agreement which revises the following sections of the contract:

1. This modification updates *Section B.19 Obligation of Funds* as follows:
 - This modification obligates \$1,500,000.00 of incremental funding to Contract CLIN 008 Option Period 2 (Year Four) FPAF, increasing the incremental funded amount from \$8,261,710.23 to \$9,761,710.23.
 - Therefore, *Section B.19 Obligation of Funds(b)* increases from \$43,043,928.74 to \$44,543,928.74 by \$1,500,000.00.
 - This modification obligates \$500,000.00 of incremental funding to Contract CLIN 009 Option Period 2 (Year Four) Cost Reimbursement, increasing the incremental funded amount from \$2,323,120.66 to \$2,823,120.66.
 - Therefore, *Section B.19 Obligation of Funds(c)* increases from \$16,315,530.86 to \$16,815,530.86 by \$500,000.00.
2. This modification updates *Section B.20 Limitation of Government's Obligation* as follows:
 - The date for which funds would not be available beyond in *Section B.20* is extended from 5/31/2016 to 7/22/2016.
3. This modification revises *Section G.1 Correspondence Procedures* as follows:
 - For (a) Technical Correspondence, the recipient changed to the Contracting Officer with an information copy of the correspondence to the Contracting Officer's Representative.
4. This modification revises the following orders in *Section J Attachment J-2 List of Applicable DOE Directives – List B*:
 - *Information Security* updated from CRD O 471.6 to CRD O 471.6 Admin Change (Chg) 2.
 - *Identifying Classified Information* updated from CRD O 475.2A to CRD O 475.2B.

All other terms and conditions remain unchanged. End of Modification No. 046

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

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

* 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:

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

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

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

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

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

PERFORMANCE PERIOD	TOTAL ACTUAL COST (WITH NO FEE)
Year One	\$4,568,620.58
Year Two	\$4,908,981.62
Total Actual Cost (with no fee)	\$9,477,602.20

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:

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

*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:

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

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

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Three	\$320,000.00

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:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Three	\$4,514,808.00

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:

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

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

*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:

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

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

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Four	\$330,000.00

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:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Four	\$4,351,000.00

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:

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

*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:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
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:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
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:

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

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:

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

*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:

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

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

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Six	\$350,000.00

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:

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

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:

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

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

*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.13 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.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$443,043,543,928.74** 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 ~~\$16,315,815,530.86~~ 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 ~~0507/3122/2016~~. 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 ~~0507/3122/2016~~, 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.

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE) Contracting Officer's ~~Representative~~ (COR) with an information copy of the correspondence to the Contracting Officer's Representative (COR). Technical correspondence pertains to issues relating to work effort of the contract (i.e. requests interpretation of contractual requirements for performance) or requests approval of reports, drawings or other work products.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Intellectual Property Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office with a copy to the Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-EM0002043”
(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).
- (e) All correspondence, deliverables, and reports to the DOE Richland Operations Office (DOE-RL) or the Office of River Protection (DOE-ORP) shall be transmitted through the use of the DOE automated records system, the Integrated Document Management System (IDMS).

G.2 SUBMISSION OF VOUCHERS/INVOICES

- (a) VIPERS. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://vipers.doe.gov/>. Detailed instructions on how to enroll and

use the system are provided on the web page. The submission of vouchers 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 voucher.

- (b) Firm Fixed Price and Cost Invoices. Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal* located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. The Contractor shall submit invoices in accordance with the FAR payment clause in Section I of the contract. The Contractor may submit invoices, with supporting documentation, monthly for the cost reimbursable contract items or task order (if applicable). For the Cost Reimbursable Billing Costs, the voucher must include a statement of cost and supporting documentation for services rendered for the cost reimbursable items specified in Section B. This statement should include, as a minimum, a breakout by cost or price element or task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract. Costs claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

Contractors may submit requests for Contract Financing Payments in accordance with FAR clause 52.232-32 Performance-Based Payments for the fixed price services contract line items or task order (if applicable). For the Firm Fixed Price Billing Costs, the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.

The Contractor is required to submit Program Performance Reports (PPR, reference section E-6) on a monthly basis reconciled to the monthly invoice submitted for payment. The PPR period must match that of the invoice period and must be received by DOE before payment of the prior month's FFP invoice.

The Contractor shall implement the Office of Management and Budget (OMB) Memorandum M-12-16, dated July 11, 2012, Providing Prompt Payment to Small Business Subcontractors, by providing payments to applicable small business subcontracts within 7 calendar days after receiving payment from the Government.

- (c) Fee Invoices. The Contractor may submit invoices for annual fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment(s) will be made after the CO determines whether adjustments/reductions are necessary.
- (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.

- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.

G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the CO in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in Section C will be made only by the CO by properly written modification(s) to the contract. Additional COR's for other purposes as required may be designated in writing by the CO.

G.4 CONTRACT ADMINISTRATION

- (a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Marcy J. Aplet-Zelen, Contracting Officer
U.S. Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

- (b) The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

Ashley T. Morris, Contracting Officer's Representative
U.S. Department of Energy
Assistant Manager for Mission Support
P.O. Box 550 - MSIN A4-19
Richland, WA 99352

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with the Section H clause entitled, DEAR 952.242-70, Technical Direction. Any change in any DOE COR may be made administratively by letter from the CO consistent with Section H clause entitled, DEAR 952.242-70, Technical Direction.

- (c) The designated paying office for direct payment invoices under the contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307

Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

G.5 CONTRACTOR'S POINT OF CONTACT

The Contractor shall provide to the CO, COR, and the DOE Richland Occupational Medicine Program Manager the name or names of the responsible person or persons authorized to act for the Contractor, and in what capacity. The list shall be updated whenever changes occur.

G.6 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.7 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

Section J

Attachment J-2

LIST OF APPLICABLE DOE DIRECTIVES - LIST B

The DOE Directives listed below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the Contractor are contained in the Contractor Requirement Document attached to the DOE directive. These directives are applicable, in whole or in part, in accordance with Section I Clause entitled “DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)”. The concurrence analyses documenting applicability for each requirement below are maintained in the DOE Master File and are made part of this contract by reference and are managed through a formal change control process.

The Directives listed below can be obtained from the following websites:

DOE Directives: <http://www.directives.doe.gov/>

Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	February 2002	Rev 0
RDD 005	Worker Safety	08/29/07	Rev 3
RRD 006	Contractor Support to RL. Implement of CRD 470.3A	03/09/06	Rev 0
DOE-0223	RL Emergency Implementing Procedures	Current Version	N/A
DOE/RL-94-02	Hanford Emergency Management Plan	June 2014	Rev 6
DOE SCSP	Site Counterintelligence Support Plan	N/A	N/A
CRD O 130.1	Budget Formulation Process	09/29/95	N/A
CRD O 142.3A	Unclassified Foreign Visits and Assignments Program	10/14/10	N/A
CRD O 150.1	Continuity Programs	05/05/08	N/A
CRD O 151.1C	Comprehensive Emergency Management System	11/02/05	N/A
CRD O 200.1A	Information Management Program	12/23/08	N/A

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Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
CRD O 205.1B, Chg.2	DOE Cyber Security Program	05/16/2011	Rev 3
CRD O 206.2	Identity, Credential, and Access Management (ICAM)	02/19/13	Rev 0
CRD O 210.2A	DOE Corporate Operating Experience Program	04/08/11	N/A
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	04/19/08	N/A
CRD O 221.2A	Cooperation With the Office of Inspector General	02/25/08	N/A
CRD O 225.1B	Accident Investigations	03/04/11	Rev 0
CRD O 227.1	Independent Oversight Program	08/30/11	Rev 0
CRD O 231.1B	Environment, Safety, and Health Reporting	06/27/11	N/A
CRD O 232.2	Occurrence Reporting and Processing of Operations Information	08/30/11	Rev 0
CRD O 241.1B	Scientific and Technical Information Management	12/13/10	N/A
CRD O 243.1B Chg. 1	Records Management Program	03/11/13	Rev 0
DOE O 311.1B	Equal Employment Opportunity and Diversity Program	02/12/03	N/A
CRD O 341.1A	Federal Employee Health Services	10/18/07	N/A
CRD O 413.1B	Internal Control Program	10/28/08	N/A
DOE O 414.1D	Quality Assurance	04/25/11	N/A
CRD O 420.1B, Chg. 1	Facility Safety	04/19/10	Rev 0
CRD O 430.1B Chg. 2	Real Property and Asset Management	04/25/11	N/A
CRD O 436.1	Departmental Sustainability	05/2/2011	N/A
CRD O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 3
CRD O 442.2	Differing Professional Opinions for Technical Issues involving Environmental, Safety and Health	07/29/11	N/A
CRD O 443.1B	Protection of Human Subjects	03/17/11	N/A
CRD O 460.2A	Departmental Materials Transportation and Packaging Management	12/22/04	N/A
CRD M 470.4-1, Chg 2	Safeguards and Security Program Planning and Management	10/20/10	N/A

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Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
CRD O 471.3, Chg. 1	Identifying and Protecting Official Use Only Information	1/13/11	Rev 1
CRD M 471.3-1, Chg. 1	Manual for Identifying and Protecting Official Use Only Information	1/13/11	Rev 1
CRD O 471.6, <u>Chg. 2</u>	Information Security	06/20/11 <u>05/15/2015</u>	N/A
CRD O 472.2	Personnel Security	07/27/11	N/A
CRD O 471.1B	Identification and protection of Unclassified Controlled Nuclear Information	03/01/10	N/A
CRD O 473.3	Protection Program Operations	6/27/11	Rev 0
CRD O 475, <u>2B2A</u>	Identifying Classified Information	02/01/11 <u>10/03/2014</u>	N/A <u>N/A</u>
CRD O 522.1	Pricing of Departmental Materials and Services	11/03/04	N/A
DOE O 523.1	Financial Management Oversight	08/31/06	N/A
CRD O 534.1B	Accounting	01/06/03	N/A
CRD O 551.1D	Official Foreign Travel	04/02/12	N/A
CRD O 580.1A	Department of Energy Personal Property Management Program	03/30/12	N/A

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