

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. M071	3. EFFECTIVE DATE See 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352	CODE	7. ADMINISTERED BY (If other than Item 6) Same as item 6. DOE Contracting POC: Richard Stimmel (509) 376-2882	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) AdvanceMed Corp Computer Sciences Corp 15245 Shady Grove Road, Suite 200 Rockville, MD 20850 ATTN: Dianne R. Sagner			(4)	9A. AMENDMENT OF SOLICITATION NO.
CODE				9B. DATED (SEE ITEM 11)
FACILITY CODE			✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-04RL14383
				10B. DATED (SEE ITEM 13) 01/06/2004

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning one (1) copy of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority Sections J.7 and H.23 of Contract

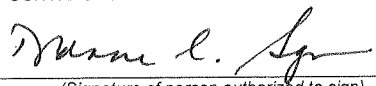

E. IMPORTANT: Contractor  is not,  is required to sign this document and return copy ( 2\_\_copies) to the issuing office.

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

The purpose of this modification is to change sections H.23 (Worker's Compensation) and .J.7 (Pension Plan)

- a. Section H.23 and J.7 are hereby changed to reflect updated information received from the DOE Industrial Relations Office
- b. Replacement Pages H-15, J-16, J-17 are attached.
- c. New Page H-16 is attached.

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

15A. NAME AND TITLE OF SIGNER (Type or print) SI. Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard A. Stimmel
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2/22/08
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED MAR 19, 2008

# Financial Plan Report - Detail

Contract Modification Number: A071  
 Rpt Entity: RL Richard Operations Office

RL14383 - AdvanceMed Hanford

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	Previous	BA Change	Revised	Total Available
<b>AY 2005 - Debt carryover funding</b>														
12101	01250	TP	1110730	FSS3006000	25400	0000000	0001523	0000000		510.76	-524.94	0.00	-524.94	14.18
<b>Total for Program Parent/Control Point: FSS3001000</b>										510.76	-524.94	0.00	-524.94	14.18
<b>Total for Fund Type: TP</b>										510.76	-524.94	0.00	-524.94	14.18
12101	00912	YX	1721235	YN0100000	25200	0420618	0000000	0000000		4,940.70	0.00	0.00	4,940.70	4,940.70
12101	00912	YX	1721235	YN0100000	25400	0420106	0000000	0000000		4,940.70	0.00	0.00	4,940.70	4,940.70
<b>Total for Program Parent/Control Point: YN0100000</b>										4,940.70	0.00	0.00	4,940.70	4,940.70
<b>Total for Fund Type: YX</b>										4,940.70	0.00	0.00	4,940.70	4,940.70
12101	00911	YZ	1721310	YN1901000	25200	0000000	0421366	TSKRLADVMD		500,000.00	0.00	0.00	500,000.00	500,000.00
12101	00911	YZ	1721310	YN1901000	25400	0000000	0421377	TSKMNWPH04P3		44,965.18	0.00	0.00	44,965.18	44,965.18
12101	00911	YZ	1721310	YN1901000	25400	0000000	0421366	TSKRLADVMD		-500,000.00	0.00	0.00	-500,000.00	-500,000.00
<b>Total for Program Parent/Control Point: YN1901000</b>										44,965.18	0.00	0.00	44,965.18	44,965.18
<b>Total for Fund Type: YZ</b>										44,965.18	0.00	0.00	44,965.18	44,965.18
<b>Total for Recipient Code: RL</b>										55,417.64	-524.94	-0.99	-525.93	54,891.71
<b>Total for Reporting Entity: 421101</b>										55,417.64	-524.94	-0.99	-525.93	54,891.71
<b>AY 2008 - 2/7/08 - Incremental funding for AMH (RL 14383)</b>														
121301	01250	TP	1110462	EW1001206	25400	0420141	0001539	0000000		27,807.10	66,105.00	25,000.00	91,105.00	118,912.10
<b>Total for Reporting Entity: 421201</b>										27,807.10	66,105.00	25,000.00	91,105.00	118,912.10
<b>Total for Program Parent/Control Point: EW1000000</b>										27,807.10	66,105.00	25,000.00	91,105.00	118,912.10
<b>Total for Recipient Code: RL</b>										326.13	0.00	0.00	326.13	326.13
<b>Total for Fund Type: TP</b>										326.13	0.00	0.00	326.13	326.13
<b>Total for Program Parent/Control Point: EY7144141</b>										27,480.97	66,105.00	25,000.00	91,105.00	118,585.97
<b>Total for Recipient Code: RL</b>										27,480.97	66,105.00	25,000.00	91,105.00	118,585.97
<b>Total for Reporting Entity: 421301</b>										27,480.97	66,105.00	25,000.00	91,105.00	118,585.97

# Financial Plan Report - Detail

Rpt Entity	Fund Code	Leg FT	Program	Legacy B&R	Obj. Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncostrd Obs	Previous	BA Change	Revised	Total Available
421601	00555	2Y	1720578	600306000	25200	0420771	0000000	0421491	AGRMANAGED1	56,783.16	0.00	0.00	0.00	56,783.16
421601	00555	2Y	1720578	600306000	25200	0420772	0000000	0421492	AGRMANAGED2	1,764,015.40	0.00	0.00	0.00	1,764,015.40
421601	00555	2Y	1720578	600306000	25200	0420773	0000000	0421493	AGRMANAGED3	948,492.92	0.00	0.00	0.00	948,492.92
421601	00555	2Y	1720578	600306000	25400	0420771	0000000	0421491	AGRMANAGED1	0.00	600,000.00	0.00	600,000.00	600,000.00
421601	00555	2Y	1720578	600306000	25400	0420772	0000000	0421492	AGRMANAGED2	0.00	1,800,000.00	0.00	1,800,000.00	1,800,000.00
421601	00555	2Y	1720578	600306000	25400	0420773	0000000	0421493	AGRMANAGED3	0.00	400,000.00	0.00	400,000.00	400,000.00
Total for Program Parent/Control Point: 600000000										2,769,291.48	2,800,000.00	0.00	2,800,000.00	5,569,291.48
Total for Fund Type: 2Y										2,769,291.48	2,800,000.00	0.00	2,800,000.00	5,569,291.48
421601	01050	TF	3184701	HQ1001000	25400	0000000	0000000	0000000		21,463.14	42,000.00	0.00	42,000.00	63,463.14
Total for Program Parent/Control Point: HQ1001000										21,463.14	42,000.00	0.00	42,000.00	63,463.14
Total for Program Parent/Control Point: HU1002000										82,651.52	22,500.00	0.00	22,500.00	105,151.52
Total for Fund Type: TF										104,114.66	64,500.00	0.00	64,500.00	168,614.66
421601	01250	TP	1110462	EW1001206	25400	0420500	0001539	0000000		17,098.99	145,000.00	0.00	145,000.00	162,098.99
Total for Program Parent/Control Point: EW1000000										17,098.99	145,000.00	0.00	145,000.00	162,098.99
421601	01250	TP	1110849	EY5142401	25200	0421323	0001525	0000000		6,235.60	0.00	0.00	0.00	6,235.60
421601	01250	TP	1110849	EY5142401	25400	0420354	0001525	0000000		3,385.33	7,000.00	0.00	7,000.00	10,385.33
421601	01250	TP	1110849	EY5142401	25400	0420406	0001525	0000000		0.00	1,041,000.00	0.00	1,041,000.00	1,041,000.00
421601	01250	TP	1110849	EY5142401	25400	0421329	0001525	0000000		21,714.79	0.00	0.00	0.00	21,714.79
421601	01250	TP	1110849	EY5142401	25400	0421349	0001525	0000000		0.00	0.00	2,500.00	2,500.00	2,500.00
Total for Program Parent/Control Point: EY5142401										31,335.72	1,048,000.00	2,500.00	1,050,500.00	1,081,835.72
Total for Program Parent/Control Point: FS5042010										40,023.70	0.00	0.00	0.00	40,023.70
Total for Fund Type: TP										88,458.41	1,193,000.00	2,500.00	1,195,500.00	1,283,858.41
421601	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421377	TSKM1WPHY04P3	30,000.00	0.00	0.00	0.00	30,000.00
421601	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421366	TSKR1ADVME2	154,632.86	1,000,000.00	0.00	1,000,000.00	1,154,632.86
Total for Program Parent/Control Point: YN1901000										184,632.86	1,000,000.00	0.00	1,000,000.00	1,184,632.86
Total for Fund Type: YZ										184,632.86	1,000,000.00	0.00	1,000,000.00	1,184,632.86
Total for Recipient Code: RL										3,146,497.41	5,057,500.00	2,500.00	5,060,000.00	8,206,497.41
Total for Reporting Entity: 421601										3,146,497.41	5,057,500.00	2,500.00	5,060,000.00	8,206,497.41
Total for RL14383 - AdvanceMed Hanford										3,229,397.02	5,123,080.06	27,498.01	5,150,578.07	8,379,975.09

in accordance with the Performance Evaluation and Measurement Plan. Monthly vouchers may also include an amount based on the portion of the annual performance fee that is anticipated to be earned during the current performance year. The maximum amount to be listed shall be established in writing by the Contracting Officer. The Government may revise or withdraw the authorization for payment of anticipated performance fee at any time at the sole discretion of the Contracting Officer. In the event the performance fee evaluation results in an amount of performance fee earned that is less than the sum of the payments of anticipated performance fee, the Contractor will promptly repay the difference to the Government. Repayment shall be made either by check or by offset against payments of fee or cost otherwise due to the Contractor.

### **H.23 Worker's Compensation**

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under U.S. Department of Energy (DOE) State of Washington Self-Insurance. Pursuant to State of Washington Revised Code (RCW) Title 51, DOE is a group self-insurer for purposes of workers' compensation coverage. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (c) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (d) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (e) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (f) The Contractor shall be responsible for all predecessor contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (g) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (h) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (i) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.

- (k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (l) Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.
- (m) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information as required by DOE.
- (p) The Contractor shall provide briefings to DOE as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
  - (1) Contractor team arrangement means an arrangement in which –
    - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
    - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
  - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.
- (r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.
- (s) The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the sub-contract(s).

H.24 Subcontracting Plan

The Contractor's Subcontracting Plan, revised, dated May 7, 2004, is incorporated in this contract at Section J.6.

J.7 Pension Plan: Pension and Post-Retirement Benefit (PRB) Plans of the Former Hanford Occupational Medical Contractor

a. General -- The Contractor has the responsibility for management and oversight of the former Hanford occupational medical contractor Pension and PRB plans, hereinafter "the Plans". The reasonable cost of the Contractor's participation and management of the Plans will be allowable for the purpose of providing retirement benefits to employees under the Contract represented by the United Staff Nurse's Union, Local 141, employees formerly represented by the United Food & Commercial Workers Union, Local 1439, and vested employees of the former Hanford occupational medical services provider, in accordance with the terms and conditions of the Plans. The cost of the Contractor's participation and management of the Plans will be allowable for the purpose of providing retirement benefits only to former employees from the former Hanford occupational medical services provider, in accordance with the terms and conditions of the Plans. The Plans must be maintained as qualified plans under the regulations of the Internal Revenue Code (IRC). Plan and trust documents and any amendments thereto are subject to the approval of the Contracting Officer. With respect to the Plans, the parties agree as follows:

1. Administration of the Plans. Costs of employer contributions incurred under the terms of the Plans and costs incurred in the course of administration of the Plans are allowable to the extent approved by the Contracting Officer. The Contractor shall annually provide an itemization of costs incurred for administration of the Plans. The Plans, not the Contractor, shall be liable for costs incurred in the course of administration of the Plans,
2. The Contractor will provide to DOE copies of the following annual reports and other information:
  - i. Accounting reports and annual actuarial valuations. The reports and valuations will include at least the information specified in DOE Order 350.1, Ch VI.
  - ii. Department of Labor (DOL) Form 5500 with schedules and attachments, as submitted to the DOL each year.
  - iii. Financial Accounting Standards Board (FASB) Statements 87 and 106 Reports. A copy of the FASB reports are prepared each year to satisfy the expense-reporting requirement of the Office of Management and Budget.
  - iv. Copies of all reports and other submissions regarding these plans and such other information as may be requested from time to time by the Contracting Officer.

The final accounting period shall end with the effective date of Contract termination or expiration. Market-based corporate pension, health, welfare benefit, and PRB plans shall be exempt from these requirements. Contractor and DOE mutually agree that corporate plans are the sole responsibility of the Contractor.

3. Actuarial gains and losses developed by annual valuations will be taken into account for purposes of establishing contributions to the pension plan as soon as reasonably possible and consistent with requirements of the Employee Retirement Income Security Act (ERISA) of 1974, amendments thereto, and any other applicable laws.
  4. The aggregate annual contribution to the pension fund may range from the minimum specified by the Internal Revenue Code (IRC) Section 412(b) to the amount necessary to fully fund the year-end expected current liability. However, the aggregate annual contribution to the Plan shall be no greater than the tax-deductible limit specified by the IRC Section 404. The contributions will be based on the actuarial valuation, as determined by ERISA, as amended, valuation for the most recent plan year. The fund shall be a trust.
  5. If the Contractor and DOE agree to terminate the defined benefit pension plan, the provisions of Sections b. and c. below will apply.
  6. Unless otherwise required by federal law or resulting from the collective bargaining process, no amendment to the Plans shall result in allowable costs under this contract if the adoption date of such amendment is later than twelve (12) months before the termination or expiration date of the Contract.
- b. Actions Required at Contract Termination or Expiration:
1. No Replacement Contractor -- If this contract expires or terminates without a replacement contractor, the DOE and the Contractor shall meet to determine the ultimate disposition of all pension and PRB plans.

2. Replacement Contractor Situation-- In the event of reassignment of all or a portion of the Contractor's work under this contract to a replacement contractor(s) or upon termination or expiration of said contract followed by a replacement contractor(s), the Contractor will assist DOE in the necessary arrangements for the replacement contractor(s) to take over the Plans, plan assets and plan liabilities. Such arrangements shall include preserving for these employees their accrued pension benefit and vesting service time under the Contract by carrying forward Contractor pension service time to the replacement contractor. Granting of such service credits shall not result in duplicate benefits for the same service time.
3. Change of Plan Sponsor--The DOE shall have the unilateral right to change a plan sponsor upon termination or expiration of the Contract.
4. Determination of Contract Service Pension Plan Assets and Liabilities
  - i. Contract Service Assets -- Contract Service Assets shall be determined in accordance with subsection J.7.a.2i. above and shall include all assets attributable to DOE- funded employer contributions (including investment earnings thereon) and the employee accumulations (including investment earnings thereon) determined at current market value until the date of payment or transfer.
  - ii. Liabilities for Present and Future Benefits -- The Contractor's actuary shall quantify liabilities for employee plan benefits as of the contract termination or expiration date.
- c. Financial Requirements -- Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or spin-off shall be placed in short-term investment funds from a date stipulated by the Contracting Officer until the actual date of funds transfer.
- d. Successor Contractor -- Any DOE-reimbursed assets awaiting transfer to a successor trustee or to DOE shall be actively managed by the Contractor until the successor trustee or DOE is able to assume stewardship of those assets.
- e. Special Programs -- The Contractor shall request DOE prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Such costs are unallowable until specifically approved by the Contracting Officer.