

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M039	3. EFFECTIVE DATE See 16C	4. REQUISITION/PURCHASE REQ. NO.	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 Rockville, MD 20850 ATTN: Thomas Marcinko			(✓)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-04RL14383
				10B. DATED (SEE ITEM 13) 01/06/2004
CODE	FACILITY CODE			

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; or (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)

No Change

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

(✓)	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) Mutual Agreement of Parties

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 Section H of contract

- Contract Clause H.23, page H-14 is changed by adding new paragraph "P" to address Time-Loss Compensation.
- Replacement Page H.14 is attached.
- The contract amount remains unchanged.

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) Thomas A. Marcinko Sr. Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff
15B. CONTRACTOR/OFFEROR <i>Thomas A. Marcinko</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/13/06
16B. UNITED STATES OF AMERICA BY <i>Richard O. Puthoff</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/27/06

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 Workers' Compensation

Pursuant to the Revised Code of Washington (RCW) Title 51, the Department of Energy (DOE), Richland Operations Office (RL) is a group self-insurer for purposes of workers' compensation coverage. The coverage afforded by the workers' compensation statutes shall, for performance of work under this contract, including work of pre-selected subcontractors, be subject to the following:

- a. The terms of a Memorandum of Understanding (MOU) with the Washington Department of Labor and Industries (L&I) by which, DOE has agreed to perform all functions required of self-insurers in the State of Washington. While this MOU is in effect, the Contractor is not required to pay for workers' compensation coverage or benefits except as otherwise provided below or as directed by the Contracting Officer.
- b. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer for transmittal to the L & I), such payroll records required by the workers' compensation laws of the State of Washington.
- c. The Contractor shall submit to DOE (or other party as designated by the Contracting Officer), for transmittal to the Washington Department of Labor and Industries, the accident reports provided for by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE or the L&I pursuant to the workers' compensation laws of the State of Washington.
- d. The Contractor shall take such action, and only such action, as DOE (or other party as designated by the Contracting Officer) requests in connection with any accident reports, including assistance in the investigation and disposition of any claim there under and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- e. The Contractor shall be responsible for making all payments and submitting all reports required by RCW Title 51, Section 51.32.073.
- f. Time-loss compensation will be paid to injured workers in accordance with the Revised Code of Washington (RCW) § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute is considered to be unallowable costs under this contract unless such compensation is otherwise required by an existing Hanford Site labor agreement.

H.24 Subcontracting Plan

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