

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. A041	3. EFFECTIVE DATE See 16C	4. REQUISITION/PURCHASE REQ. NO. 06-06RL14383.017		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		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			(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; 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)

See Attached Financial Plan Report for Details Increase of \$145,000.00

**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.
X	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:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copy (__ copies) to the issuing office.

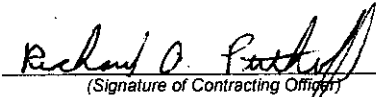
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to obligate additional funds and to correct an administrative error on M039.

a. Contract Clause B.2 is changed by increasing the contract obligations by \$145,000.00, from \$30,519,815.11 to \$30,664,815.11. Replacement Page B-2 is attached.

b. Modification M039 had an error in the formatting on the identified page "14" and the page numbering was incorrect. To correct these administrative errors, revised pages "14" and "15" are attached and replace all previous pages of same numbers.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	10/3/06

B.1 Occupational Medical Services

- a. This is a performance-based, cost reimbursement service contract for the rendering of Occupational Medical Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner all work set forth in Section C, *Statement of Work*. The scope of work under this contract is comprehensive in that the Contractor is expected to perform all technical, operational and managerial functions necessary to provide the occupational medical services, in accordance with the terms of this contract.
- b. The performance-based outcomes of this contract are broadly set out in the Section C Statement of Work and reflect the Department of Energy's minimum needs and expectations for contractor performance. More specific performance standards (i.e., performance expectations and measurement criteria) and the related incentives will be established annually (or at such other intervals as determined by the Contracting Officer) in the Performance Evaluation and Measurement Plan (PEMP) (see Section H.20). The contractor's performance relative to the PEMP will be considered as a factor in determining whether and to what extent option(s) will be exercised to extend the contract performance period. Contractor performance is also a factor that will directly affect the contractor's past performance report card.

B.2 DEAR 970.5232-4 Obligation of Funds (Dec 2000)

- a. Obligation of funds. The amount presently obligated by the Government with respect to this contract is **\$30,664,815.11**. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
- b. Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances," payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract, less the contractor's fee and any negotiated fixed amount. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
 1. Collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the

Financial Plan Report - Detail

RL14383 - AdvanceMed Hanford

Rpt Entit	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
421101	00555	2Y	1720578	600306000	25400	0420771	0000000	0421491	AGRMANAGED1	0.00	936,504.00	85,000.00	1,021,504.00	1,021,504.00
<i>AY 2006 - \$85,000 of funding for WCH portion of contract</i>														
421101	00555	2Y	1720578	600306000	25400	0420772	0000000	0421492	AGRMANAGED2	0.00	6,020,959.31	0.00	6,020,959.31	6,020,959.31
421101	00555	2Y	1720578	600306000	25400	0420773	0000000	0421493	AGRMANAGED3	0.00	2,584,684.00	0.00	2,584,684.00	2,584,684.00
Total for Program Parent: 6000000000														
Total for Fund Type: 2Y														
421101	01050	TF	1104157	HA1001000	25400	0000000	0000000	0000000		-39,885.07	95,000.00	25,000.00	120,000.00	80,114.93
AY 2005 - EEOICPA														
Total for Program Parent: HA00000000														
421101	01050	TF	1104172	HD2006200	25400	0000000	0000000	0000000		-116,893.62	105,000.00	0.00	105,000.00	-11,893.62
Total for Program Parent: HD00000000														
421101	01050	TF	1715283	LM0801000	25400	0000000	0000000	0000000		-2,605.96	105,000.00	0.00	105,000.00	-11,893.62
Total for Program Parent: LM08000000														
Total for Fund Type: TF														
											-159,384.65	200,000.00	225,000.00	65,615.35

Site: RL

Financial Plan Report - Detail

RL14383 - AdvanceMed Hanford

Rpt Entft	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
421101	01250	TP	1110462	EW1001206	25400	0420500	0001539	0000000		0.00	62,700.85	0.00	62,700.85	62,700.85
Total for Program Parent: EW1000000										0.00	62,700.85	0.00	62,700.85	62,700.85
421101	01250	TP	1110620	EY1242411	25400	0420771	0001526	0000000		-11,000.00	-11,000.00	0.00	-11,000.00	-22,000.00
Total for Program Parent: EY1200000										-11,000.00	-11,000.00	0.00	-11,000.00	-22,000.00
421101	01250	TP	1110657	EY3542401	25400	0420354	0001525	0000000		-1,333.01	0.00	0.00	0.00	-1,333.01
421101	01250	TP	1110657	EY3542401	25400	0420406	0001525	0000000		-90,661.87	0.00	0.00	0.00	-90,661.87
Total for Program Parent: EY3500000										-91,994.88	0.00	0.00	0.00	-91,994.88
421101	01250	TP	1110832	EY5042411	25400	0420771	0001526	0000000		0.00	17,000.00	0.00	17,000.00	17,000.00
Total for Program Parent: EY5042411										0.00	17,000.00	0.00	17,000.00	17,000.00
421101	01250	TP	1110849	EY5142401	25200	0000000	0001525	0000000		0.00	2,026,000.00	0.00	2,026,000.00	2,026,000.00
421101	01250	TP	1110849	EY5142401	25200	0420354	0001525	0000000		0.00	12,000.00	0.00	12,000.00	12,000.00
Total for Program Parent: EY5142401										0.00	2,038,000.00	0.00	2,038,000.00	2,038,000.00
Total for Program Parent: FS3000000										-33,483.79	0.00	0.00	0.00	-33,483.79
421101	01250	TP	1111153	FS5042060	25400	0000000	0001523	0000000		-33,483.79	0.00	0.00	0.00	-33,483.79
Total for Program Parent: FS5042010										0.00	70,839.78	0.00	70,839.78	70,839.78
421101	01250	TP	1721235	YN0100000	25200	0420618	0000000	0000000		-10,000.00	0.00	0.00	0.00	-10,000.00
421101	01250	TP	1721235	YN0100000	25400	0420106	0000000	0000000		-2.00	0.00	0.00	0.00	-2.00
421101	01250	TP	1721235	YN0100000	25400	0420772	0000000	0000000		-1,820,000.00	0.00	0.00	0.00	-1,820,000.00
421101	01250	TP	1721235	YN0100000	25400	0420773	0000000	0000000		-153,540.00	0.00	0.00	0.00	-153,540.00
Total for Program Parent: YN0100000										-1,983,542.00	0.00	0.00	0.00	-1,983,542.00
Total for Fund Type: TP										-2,120,020.67	2,177,540.63	0.00	2,177,540.63	57,519.96
421101	01150	TQ	1110462	EW1001206	25400	0420500	0001539	0000000		-245,716.30	-62,700.85	0.00	-62,700.85	-308,417.15
Total for Program Parent: EW1000000										-245,716.30	-62,700.85	0.00	-62,700.85	-308,417.15
Total for Fund Type: TQ										-245,716.30	-62,700.85	0.00	-62,700.85	-308,417.15
421101	00912	YX	1721235	YN0100000	25200	0420618	0000000	0000000		5,000.00	0.00	0.00	0.00	5,000.00
421101	00912	YX	1721235	YN0100000	25200	0420771	0000000	0000000		75,000.00	0.00	0.00	0.00	75,000.00
421101	00912	YX	1721235	YN0100000	25200	0420772	0000000	0000000		1,558,389.73	0.00	0.00	0.00	1,558,389.73
421101	00912	YX	1721235	YN0100000	25200	0420773	0000000	0000000		194,723.50	0.00	0.00	0.00	194,723.50
421101	00912	YX	1721235	YN0100000	25400	0420106	0000000	0000000		1.00	0.00	0.00	0.00	1.00
421101	00912	YX	1721235	YN0100000	25400	0420772	0000000	0000000		378,959.72	0.00	0.00	0.00	378,959.72
421101	00912	YX	1721235	YN0100000	25400	0420773	0000000	0000000		30,203.50	0.00	0.00	0.00	30,203.50
Total for Program Parent: YN0100000										2,242,277.45	0.00	0.00	0.00	2,242,277.45
Total for Fund Type: YX										2,242,277.45	0.00	0.00	0.00	2,242,277.45

Financial Plan Report - Detail

RL14383 - AdvanceMed Hanford

Rpt Entit	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
421101	00911	YZ	1721310	YN1901000	25200	0000000	0000000	0421366	TSKRLADVME	557,511.38	0.00	0.00	0.00	557,511.38
421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421377	TSKM1WPHY04P3	5,320.04	51,000.00	35,000.00	86,000.00	91,320.04
AY 2006 - PMSO \$35k														
421101	00911	YZ	1721310	YN1901000	25400	0000000	0000000	0421366	TSKRLADVME	-141,599.81	1,642,815.43	0.00	1,642,815.43	1,501,215.62
Total for Program Parent: YN1901000										421,231.61	1,693,815.43	35,000.00	1,728,815.43	2,150,047.04
Total for Fund Type: YZ										421,231.61	1,693,815.43	35,000.00	1,728,815.43	2,150,047.04
Total for Recipient Code: RL										138,387.44	13,550,802.52	145,000.00	13,695,802.52	13,834,189.96
Total for Reporting Entity: 421101														
421201	00912	YX	1721235	YN0100000	25400	0420106	0000000	0000000		1.00	0.00	0.00	0.00	1.00
Total for Program Parent: YN0100000										1.00	0.00	0.00	0.00	1.00
Total for Fund Type: YX										1.00	0.00	0.00	0.00	1.00
Total for Recipient Code: RL														
421201	01250	TP	1110462	EW1001206	25400	0420141	0001539	0000000		1.00	0.00	0.00	0.00	1.00
Total for Program Parent: EW1000000										0.00	140,000.00	0.00	140,000.00	140,000.00
Total for Fund Type: TP										0.00	140,000.00	0.00	140,000.00	140,000.00
Total for Recipient Code: RL										-2.00	0.00	0.00	0.00	-2.00
Total for Reporting Entity: 421201														
421201	01150	TQ	1110462	EW1001206	25400	0420141	0001539	0000000		-2.00	140,000.00	0.00	140,000.00	139,998.00
Total for Program Parent: EW1000000										-31,837.12	0.00	0.00	0.00	-31,837.12
Total for Fund Type: TQ										-31,837.12	0.00	0.00	0.00	-31,837.12
Total for Recipient Code: RV										-31,837.12	0.00	0.00	0.00	-31,837.12
Total for Reporting Entity: 421201														
Total for Recipient Code: RL										-31,839.12	140,000.00	0.00	140,000.00	108,160.88
Total for RL14383 - AdvanceMed Hanford														
Total for Reporting Entity: 421201										106,549.32	13,690,802.52	145,000.00	13,835,802.52	13,942,351.84

- ii. of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - iii. if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- d. Schedule for total available fee amount earned determinations. The Government FDO shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (e) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.
- e. Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within 7 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

H-21 Additional Government Furnished Property and Services

In addition to the Government equipment listed in Attachment J-2 in Section J, the Government will also provide to the Contractor all of the Government owned property in the possession of the incumbent medical services contractor on the last day of the transition period. This additional property includes motor vehicles, office furniture, office supplies, telecommunications equipment (includes desk telephones), computer software, medical supplies, pharmaceuticals, and other property incidental to the performance of the required services. The Contractor may utilize the Federal Telecommunications System (FTS), the Hanford Site's local area computer network and associated computer network support, and other similar services for the sole purpose of contract performance.

H-22 Payment of Fee

The Contractor may list the total amount of the unpaid annual performance fee earned on the first monthly voucher after the Government has formally notified the Contractor of the amount earned

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.

H.24 Subcontracting Plan

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