

Section F Deliveries and Performance

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F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 2009 and continue through September 30, 2011.

F.2 Principal Place of Performance

The principal place of performance of this contract shall be at the Contractor's discretion, provided the location is within the United States. A supervisory level staff person shall be located in the Tri-Cities area at least five consecutive days per month to attend meetings with DOE and Hanford Site Contractors, meet with claimants on concerns, and provide additional customer service activities.

F.3 Reporting Requirements

Reporting Requirements			
a. The following reports are required to be submitted electronically in accordance with Sections G.5 and J.2. b. The Contractor shall provide the monthly, quarterly, bi-annual and annual reports within five (5) business days following the end of the reporting period:			
Title	Content	Frequency	Recipient
Funds Request	Request for funds in accordance with H.4, Claim Administration Payments. The request shall be provided using an Excel spreadsheet (format will be provided by the government).	Daily	DOE-RL, FMD
Status Report of Individual Claims by Contractor/Subcontractor	Report by Hanford Site Contractor/Subcontractor of all open claims. The reports shall include: claimants name, file number, facility, date of injury, type of injury, date received by Contractor, body part, reserves, payments to date, status, adjusters name.	Monthly	COR and Current covered Site Contractor receive a report of their claims only.
New Claims/Claims Closure Report by Contractor/Subcontractor	List of all claims opened and/or closed during the previous month	Monthly	COR and Current covered Site Contractor receive a report of their claims only.
Open Case Liability Estimate Report by Contractor/Subcontractor	List of claims by contractor with reserves; amounts of such reserves; and any changes from the previous month.	Monthly	COR
Claims Assignment	Total number of open claims assigned per adjuster.	Monthly	COR
Check Register	Report of payments made during	Monthly	COR and RL FMD

	the month. Such reports shall include the check number, payee, type of payment, amount, check date, file number, claimant name, and date of service. Beginning and ending balance of the account		
Penalties	Penalties paid indicating the reason for the penalty, whether it is valid and/or in dispute, and the party responsible for the penalty.	Quarterly	COR
Reserves by Contractor/ Subcontractor	All open claims for which a reserve has been established and exceeds \$25,000.	Quarterly	COR
Report by Contractor/ Subcontractor	Numbers and costs of injuries by injury types/nature, etc; average length of claims, claims costs by received year and claims cost by nature of injury.	Bi-annually	COR
Claims Status	Total number of claims files; opened, reopened, closed or denied, closed statistics, expense statistics by appropriate code, etc	Bi- annually	COR
Rehabilitation	Claims assigned to Vocational (VOC), current status, and projected results and cost of services.	Bi- annually	COR
Legal Services	Claims with outside counsel, current status, assigned counsel, and projected results and cost of services.	Bi- annually	COR
Claims Open Status	List of medical/indemnity claims that remained open past 180 days.	Bi- annually	COR
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	CO
Report of Records Holdings	Identifies volume of active records being maintained by Contractor	Annually	CO
Legal Management Plan (IAW clause H.3)	See clause H.3	Due 60 Days After Contract Award	CO
Continuity of Operations Plan (COOP) (applicable to CRD 150.1, Continuity Programs, Section J.6)	See clause J.5	Due 60 Days After Contract Award	CO

F.4 FAR 52.242-15 Stop-Work Order. (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 FAR 52.242-17 Government Delay of Work. (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or

interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.