

**CONTRACT #2**  
**RFS # 318.65-080**  
**FA # 03-15069-00**

**Finance & Administration**  
**Bureau of TennCare**

**VENDOR:**  
**Electronic Data Systems**  
**Corporation & EDS Information**  
**Services, LLC**



STATE OF TENNESSEE  
BUREAU OF TENNCARE  
310 Great Circle Road  
NASHVILLE, TENNESSEE 37243

RECEIVED  
MAR 09 2009  
FISCAL REVIEW

March 9, 2009

Mr. Jim White, Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Electronic Data Systems, LLC – Amendment #8

Dear Mr. White:

Pursuant to the request from the Fiscal Review Committee regarding additional information relative to Electronic Data Systems, LLC, amendment #8, the following responses are submitted for consideration.

- (1) **A detailed breakdown of the actual expenditures anticipated in each year of the contract, including specific line items, the source of funds (federal, state, or other--if other, please specify source), and the disposition of any excess funds.**

A detailed breakdown of anticipated expenditures and payment mechanisms are built into this competitively bid contract based on milestones, deliverables and contractor staffing, rather than line items. Specific allowable expenditures are detailed in contract Payment Methodology, Section C.3, included in response as Attachment 1. As this is a continuation of ongoing operations, the State does not expect unused funds. The breakdown of fund source, based on provided service and pre-approved by the Center for Medicare and Medicaid Services, is as follows:

50% federal/50% state - MMIS/ General Administration

75% federal/25% state - MMIS Facility Management Services

90% federal/10% state - Design, Development and Implementation (DDI)

- (2) **A detailed breakdown in dollars of any savings that the department anticipates will result from this contract, including but not limited to, reduction in positions, reduced equipment costs, travel, or any other item related to the contract.**

Savings are not envisioned for this amendment; however the on-going operations of the MMIS are critical to the agency and are included in the Bureau's base budget each year. Interruption in the functionality of the MMIS would result in dire consequences to the Bureau and enrollees.

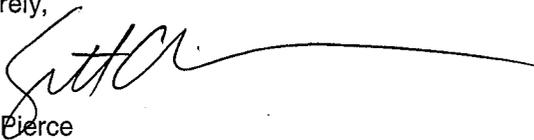
**(3) A detailed analysis in dollars of the cost of obtaining this service through the proposed contract as compared to other options.**

The Bureau is required to maintain a certified Medicaid Management Information System (MMIS) by CMS. The MMIS is the system used to transmit nightly eligibility files to managed care organizations, maintain historical records, house medical encounter data, and process fee for service claims. Each Medicaid program operates an MMIS which is generally maintained by a Facilities Manager (FM). FMs are large IT companies that design, operate, and maintain these elaborate systems.

This amendment is designed to extend the current contract, originally awarded via RFP, until June 30, 2009. The amendment was due to an extension in the time needed for ACS to become the Facilities Manager from April 1, 2009 until July 1, 2009. This transition is pending based upon results of preliminary testing in late February and early March.

The Bureau of TennCare welcomes the opportunity to present this information to the Fiscal Review and appreciates the consideration and approval of this amendment by the Fiscal Review Committee.

Sincerely,



Scott Pierce  
Chief Financial Officer

Attachment

cc: Darin J. Gordon, Deputy Commissioner  
Alma Chilton, Contract Coordinator

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ATTACHMENT 1

MAR 09 2009

FISCAL REVIEW

C.3 Payment Methodology

Pass-Through Cost Payments -The State shall reimburse the Contractor for pass-through costs on the basis of actual cost. Pass-through costs shall not include any overhead, administrative, or other fee or commission. The Contractor shall invoice the State for a reimbursement of pass-through costs on a monthly basis, in addition to the regular invoice for professional services provided pursuant to this Contract. The monthly petition for reimbursement of pass-through costs shall include substantiating documentation.

Professional Service Payments - The State shall compensate the Contractor based on the Service Rates set forth herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The pricing schedules for the authorized Professional Services are detailed in this Section C.3.

Hardware and software maintenance payments – The State may request the contractor purchase licenses or maintenance for hardware and software for the TCMIS. The State shall reimburse the Contractor for hardware and software products and maintenance purchased by request of the State based on the actual cost plus an administrative fee in the amount of twenty-one percent (21%) of the actual cost. The Contractor shall invoice the State for a reimbursement of maintenance costs on a monthly basis, in addition to the regular invoice for professional services provided pursuant to this Contract, and any and all amendments thereto. The monthly invoice for reimbursement of maintenance costs shall include reasonable substantiating documentation.

C.3.1 TCMIS Replacement DDI

TCMIS Replacement Design, Development, and Implementation compensation shall be based on the Milestone payments for each component of DDI Phase I, Phase II, and Phase III as detailed below for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Such invoices shall be submitted for project milestones for the amount stipulated, provided, however, that payment by the State to the Contractor does not indicate approval of such milestones, which may only be evidenced by a signed State approval letter for each deliverable. In the event that the milestone is never approved by the State because the Contractor failed to perform its obligations under this Contract, or any and all amendments thereto, the State does not waive any rights provided herein.

| PHASE:                                                                            | MILESTONE PAYMENT |
|-----------------------------------------------------------------------------------|-------------------|
| <b>DDI PHASE I:</b>                                                               |                   |
| <b>Design Kick-off Phase</b><br>(3%of the grand total for DDI milestone payments) | \$ 595,578.10     |
| <b>Design Phase</b><br>(3% of the grand total for DDI milestone payments)         | \$ 595,578.10     |
| <b>Construction Phase</b><br>(1% of the grand total for DDI milestone payments)   | \$ 171,864.28     |

| <b>PHASE:</b>                                                                                                              | <b>MILESTONE PAYMENT</b> |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Acceptance Testing</b><br>(3% of the grand total for DDI milestone payments)                                            | \$ 509,338.39            |
| <b>Implementation</b><br>(4% of the grand total for DDI milestone payments)                                                | \$ 764,007.59            |
| <b>DDI PHASE II:</b>                                                                                                       |                          |
| <b>Design Kick-off Phase</b><br>(7% of the grand total for DDI milestone payments)                                         | \$ 1,379,410.48          |
| <b>Design Phase</b><br>(21% of the grand total for DDI milestone payments)                                                 | \$ 4,057,067.41          |
| <b>Construction Phase</b><br>(12% of the grand total for DDI milestone payments)                                           | \$ 2,286,763.25          |
| <b>Acceptance Testing</b><br>(12% of the grand total for DDI milestone payments)                                           | \$ 2,286,763.25          |
| <b>Implementation</b><br>(20% of the grand total for DDI milestone payments)                                               | \$ 3,811,272.09          |
| <b>DDI PHASE III</b>                                                                                                       |                          |
| <b>Design Phase 2%</b>                                                                                                     | \$ 233,226.67            |
| <b>Construction Phase 1%</b>                                                                                               | \$ 131,458.05            |
| <b>Acceptance Phase 1%</b>                                                                                                 | \$ 131,458.05            |
| <b>Implementation Phase 2%</b>                                                                                             | \$ 219,096.58            |
| <b>TCMIS CERTIFICATION:</b>                                                                                                |                          |
| <b>TCMIS Certification for DDI Phase I, DDI Phase II and Phase III</b> (10% of the grand total for DDI milestone payments) | \$ 1,974,988.58          |
| <b>GRAND TOTAL OF ALL DDI MILESTONE PAYMENTS:</b>                                                                          | \$ 19,147,870.87         |

### C.3.2 Facilities Manager Services

**Facilities Manager Services** compensation shall be based on the Payment Amounts detailed below for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary reasonable supporting documentation, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period, detailed below, divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

If, for any reason, the Contractor does not fully meet the operational start date for the functionalities, as described in this Contract as amended by Amendment No. 2 and/or Amendment No. 3, for the Replacement TCMIS phases, and a contract amendment delaying this date or start-up of a portion of the processing requirements listed has not been approved or such delay is not otherwise excused, then the Contractor shall be liable for the reasonable

excess costs incurred by the State to continue current operations as compared to the anticipated costs of operating the Replacement TCMIS.

| <b>PERIOD OF FACILITIES MANAGER SERVICE</b>                                                                                     | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Facilities Manager Services (contract section A.5)</b><br>start through 6/30/2003                                            | \$ 123,333.34                    |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2003—11/30/2003                                                | \$ 433,333.33                    |
| <b>Facilities Manager Services (contract section A.5)</b><br>12/1/2003—6/30/2004                                                | \$ 6,753,297.78                  |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2004—6/30/2005                                                 | \$ 11,086,848.00                 |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2005—6/30/2006                                                 | \$ 10,916,409.00                 |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2006—6/30/2007                                                 | \$ 10,812,801.00                 |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2007—6/30/2008                                                 | \$ 9,826,047.90                  |
| <b>Facilities Manager Services (contract section A.5)</b><br>7/1/2008—12/31/2008                                                | \$ 5,158,675.15                  |
| <b>Facilities Manager Services (contract section A.5)</b><br>1/1/2009—3/31/2009                                                 | \$ 2,693,400.00                  |
| <b>Facilities Manager Services (contract section A.5)</b><br>4/1/2009—6/30/2009 – Open Period, Full Service<br>Extension Option | \$ 2,626,965.00                  |
|                                                                                                                                 |                                  |

Facilities Manager Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

### C.3.3 Medical Eligibility Services

**Medical Eligibility (ME) Services** (as described in Attachment B) compensation shall be based on Payment Amounts detailed below (Medical Eligibility Processing) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service). This payment schedule will end December 31, 2006.

| <b>MEDICAL ELIGIBILITY PROCESSING</b> | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|---------------------------------------|----------------------------------|
|---------------------------------------|----------------------------------|

|                                          |                 |
|------------------------------------------|-----------------|
| <b>ME Services</b> 7/1/2004 – 6/30/2005  | \$ 1,415,499.00 |
| <b>ME Services</b> 7/1/2005 – 6/30/2006  | \$ 1,489,362.00 |
| <b>ME Services</b> 7/1/2006 – 12/31/2006 | \$ 787,124.00   |

Beginning January 1, 2007, **Medical Eligibility (ME) Services** compensation shall be based on a unit price detailed below (Medical Eligibility Processing) for units of service authorized by the State and shall include any costs associated with microfilm processing. The microfilm costs shall be a pass-through cost as evidenced by vendor invoices. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the number of units processed multiplied by the per unit charge. Should any material changes to the packet or processing requirements arise due to changes in the Bureau's policy or program, the State and the Contractor, by mutual agreement, will propose an amendment to this Contract.

Each packet has an individual Internal Control Number (ICN) which is an eleven digit number (YJJM BBBSSS), consisting of one digit for the year (Y), three digits for the Julian date of receipt (JJJ), one digit for the media code (M), three digits for the batch number (BBB), and three digits for the sequence number (SSS). An individual enrollee may have multiple packets. A unit is a packet with a unique ICN. The Contractor shall maintain copies of the packets.

| <b>PERIOD OF ME PACKET TRANSACTIONS</b>                                                            | <b>FIXED FEE PER TRANSACTION</b> |
|----------------------------------------------------------------------------------------------------|----------------------------------|
| <b>ME Packet Transactions</b> 1/1/2007 – 6/30/2007                                                 | \$ 16.00                         |
| <b>ME Packet Transactions</b> 7/1/2007 – 6/30/2008                                                 | \$ 16.00                         |
| <b>ME Packet Transactions</b> 7/1/2008 – 3/31/2009                                                 | \$ 16.00                         |
| <b>ME Packet Transactions</b> 4/1/2009 – 6/30/2009 –<br>Open Period, Full Service Extension Option | \$ 16.00                         |
|                                                                                                    |                                  |

ME Eligibility Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

#### C.3.4 MCO Address Change Services

**MCO Address Change Services** (as described in Attachment B) compensation shall be based on a unit price detailed below (MCO Address Change Transactions) for units of service authorized by the State. One unit of service is defined as one request to change a recipient address. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the number of units manually processed by the Contractor multiplied by the per unit charge. Should any material changes to the MCO Address Change processing requirements arise due to changes in the Bureau's policy or program, the State and the Contractor, by mutual agreement, will propose an amendment to this Contract.

The Contractor shall process the MCO Address Change within five (5) business days of receipt.

| <b>PERIOD OF MCO ADDRESS CHANGE TRANSACTIONS</b>                                                            | <b>FIXED FEE PER TRANSACTION</b> |
|-------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>MCO Address Change Transactions</b><br>1/1/2007 – 6/30/2007                                              | \$ 1.34                          |
| <b>MCO Address Change Transactions</b><br>7/1/2007 – 6/30/2008                                              | \$ 1.36                          |
| <b>MCO Address Change Transactions</b><br>7/1/2008 – 3/31/2009                                              | \$ 1.43                          |
| <b>MCO Address Change Transactions</b><br>4/1/2009 – 6/30/2009 – Open Period, Full Service Extension Option | \$ 1.43                          |
|                                                                                                             |                                  |

MCO Address Change Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

#### C.3.5 Undeliverable Correspondence Services

**Undeliverable Correspondence Services** (as described in Attachment B) compensation shall be based on a unit price detailed below (Undeliverable Transactions) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the number of units processed multiplied by the per unit charge. Should any material changes to the Undeliverable processing requirements arise due to changes in the Bureau's policy or program, the State and the Contractor, by mutual agreement, will propose an amendment to this Contract.

| <b>PERIOD OF UNDELIVERABLE TRANSACTIONS</b>                                                            | <b>FIXED FEE PER TRANSACTION</b> |
|--------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Undeliverable Transactions</b><br>1/1/2007 – 6/30/2007                                              | \$ 0.63                          |
| <b>Undeliverable Transactions</b><br>7/1/2007 – 6/30/2008                                              | \$ 0.65                          |
| <b>Undeliverable Transactions</b><br>7/1/2008 – 3/31/2009                                              | \$ 0.68                          |
| <b>Undeliverable Transactions</b><br>4/1/2009 – 6/30/2009 – Open Period, Full Service Extension Option | \$ 0.68                          |
| <b>Undeliverable Transactions</b><br>4/1/2009 – 12/31/2009 – Open Period, Special Projects Option      | NA                               |

Undeliverable Correspondence Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

C.3.6. Modifications and Enhancement Staffing

**Modifications and Enhancement Staffing** compensation shall be based on the Payment Rates detailed below for units of service authorized by the State. The State shall compensate the Contractor for Change Order (Project Change Request) work based on the hourly rates below, subject to the total amount for each change request not to exceed the written estimate agreed upon by the State and the Contractor. The Contractor shall submit invoices no more often than monthly for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period requested.

All Systems/Project Change Requests submitted for implementation and approval must include timeframes, FTE hours, and any other needed resources which have been mutually agreed upon by the State and the Contractor. The Contractor is required to have State approval prior to beginning any work on a change request. Should the State or the Contractor determine that any changes in hours, resources or timeframes are needed, an amended change request must be submitted to the State for approval prior to the beginning of any new work, resources or timeframes being utilized.

The State shall continue to monitor the ongoing hourly cost of the System/Project Change Requests and will determine the appropriate number of FTEs needed to convert this function from an hourly to FTEs. Should it become apparent that it would be in the best interest of the State for the Contractor to add full-time staff for this function, the State and the Contractor, by mutual agreement, will negotiate an Amendment to this Contract.

Travel: The Contractor shall not be compensated for travel time to the primary location of service provision. However, the State agrees to reimburse the Project Manager for travel expenses relating to special projects as defined by the State and necessary to implement changes to the TennCare program regarding enrollment, eligibility, benefits or any other changes required by federal or state law, regulation or policy or by federal or state court order and as approved by the State. Compensation for travel expenses shall be in accordance with C.4 of this Contract, and any and all amendments thereto.

| MODIFICATION<br>ENHANCEMENT<br>LABOR CATEGORY | HOURLY<br>RATE<br>Start –<br>6/30/2003 | HOURLY<br>RATE<br>7/1/2003 -<br>6/30/2004 | HOURLY<br>RATE<br>7/1/2004 –<br>6/30/2005 | HOURLY<br>RATE<br>7/1/2005 –<br>6/30/2006 | HOURLY<br>RATE<br>7/1/2006 –<br>12/31/2006 | HOURLY<br>RATE<br>1/1/2007 –<br>3/31/2009* |
|-----------------------------------------------|----------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------|--------------------------------------------|
| Senior Systems Analyst<br>(10+ years)         | \$ 87.28                               | \$ 89.37                                  | \$ 91.52                                  | \$ 93.72                                  | \$ 95.97                                   | NA                                         |
| Systems Analyst<br>(1-9 years)                | \$ 84.63                               | \$ 86.66                                  | \$ 88.74                                  | \$ 90.87                                  | \$ 93.05                                   | NA                                         |
| Programmer Analyst III<br>(5 + years)         | \$ 69.75                               | \$ 71.42                                  | \$ 73.14                                  | \$ 74.89                                  | \$ 76.69                                   | NA                                         |
| Programmer Analyst II<br>(2-4 years)          | \$ 65.00                               | \$ 66.56                                  | \$ 68.16                                  | \$ 69.79                                  | \$71.47                                    | NA                                         |
| Programmer Analyst I<br>(0-1 years)           | \$ 57.50                               | \$ 58.88                                  | \$ 60.29                                  | \$ 61.74                                  | \$ 63.22                                   | NA                                         |

| <b>MODIFICATION<br/>ENHANCEMENT<br/>LABOR CATEGORY</b> | <b>HOURLY<br/>RATE<br/>Start –<br/>6/30/2003</b> | <b>HOURLY<br/>RATE<br/>7/1/2003 -<br/>6/30/2004</b> | <b>HOURLY<br/>RATE<br/>7/1/2004 –<br/>6/30/2005</b> | <b>HOURLY<br/>RATE<br/>7/1/2005 –<br/>6/30/2006</b> | <b>HOURLY<br/>RATE<br/>7/1/2006 –<br/>12/31/2006</b> | <b>HOURLY<br/>RATE<br/>1/1/2007 –<br/>3/31/2009*</b> |
|--------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| <b>Documentation<br/>Specialist</b>                    | \$ 43.66                                         | \$ 44.71                                            | \$ 45.78                                            | \$ 46.88                                            | \$ 48.00                                             | NA                                                   |
| <b>Project Manager</b>                                 | NA                                               | NA                                                  | \$ 144.84                                           | \$ 150.81                                           | \$ 158.15                                            | NA                                                   |
| <b>General Support Clerk</b>                           | NA                                               | NA                                                  | \$ 33.63                                            | \$ 34.43                                            | \$ 35.26                                             | NA                                                   |

\* Note: The Modifications and Enhancement Staffing pricing methodology and the A.5 performance requirements and liquidated damages associated with turnover rate of maintenance and user support staff cease effective December 31, 2006. This structure was replaced by the Systems Increased Staff pricing methodology, as outlined in C.3.g.

### C.3.7 Systems Increased Staff

**Systems Increased Staff** compensation shall be based on the Payment Amounts detailed below (Systems Increased Staff Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed in the Systems Increased Staff below, multiplied by the percentage of the Total Contract Period Hours provided during the month as detailed in Section B.8.2 of the Contract.

| <b>PERIOD OF SYSTEMS INCREASED STAFF<br/>COSTS</b>                                                  | <b>MAXIMUM AMOUNT PER<br/>PERIOD</b> |
|-----------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Systems Team Support</b><br>1/1/2007 – 6/30/2007                                                 | \$ 3,374,800                         |
| <b>Systems Team Support</b><br>7/1/2007 – 6/30/2008                                                 | \$ 6,506,800                         |
| <b>Systems Team Support</b><br>7/1/2008 – 12/31/2008                                                | \$ 3,416,400                         |
| <b>Systems Team Support</b><br>1/1/2009 – 3/31/2009                                                 | \$ 2,190,000                         |
| <b>Systems Team Support</b><br>4/1/2009 – 6/30/2009 – Open Period, Full Service<br>Extension Option | \$ 2,190,000                         |
|                                                                                                     |                                      |

Systems Increased Staff and the associated payment methodology are not applicable during the Special Projects Extension Option period.

Through December 31, 2008 (or through March 31, 2009 if the State elects to exercise the Full Service Extension Option), the State shall require retention of payment in the amount equal to fifteen percent (15%) of each monthly System Increased Staff invoice. This retention of payment shall be held until the satisfaction of quarterly deliverable objective(s), with new funds accruing for each set of quarterly deliverable(s). Each quarter will accrue a separate set of funds to be associated with a separate set of objective(s). Within forty-five

(45) days in advance of each fiscal quarter, the State and the Contractor shall meet and mutually agree upon the primary deliverable(s), and the incentives for the next quarter, or any future quarter, to receive release on that quarter's retained payment. These primary deliverable(s) and objective(s) will be reviewed for completion based upon the attained delivery date. The primary deliverable(s) shall be tied to work being performed on projects prioritized by the State, and when set, reviewed as achievable based on existing and future project workload. Once set, these metrics and primary deliverable(s) shall be documented by control letter and cannot be changed without mutual agreement.

In addition, the State and the Contractor shall meet monthly to review the status towards fulfillment of the primary objective(s) and to mutually agree upon secondary deliverable(s) to be delivered within the quarter. No secondary deliverable(s) shall be assigned beyond day sixty (60) of the current quarter. When being set, consideration shall be given to the current work effort associated with the primary deliverable(s) and other assigned priority systems work. These secondary deliverable(s) objective(s) shall be reviewed for completion based upon the attained delivery date.

The fifteen percent (15%) retained funds shall be allocated amongst the deliverables at the joint meetings. Of the retained amount, a minimum of eighty percent (80%) shall be allocated to the primary deliverable(s) identified in the quarterly meeting. The remaining twenty percent (20%) shall be held and allocated through the meetings regarding secondary deliverables. If no secondary deliverables are identified, the twenty percent (20%) of the retained funds will be released and not reallocated to the primary deliverables. The retained funds, and any incentive funds, will be released upon submission of the deliverables, marked as priority, secondary, during the quarterly or monthly meeting. Retained funds shall not be held due to any failure or delay that is related directly or indirectly to any State (including its agents and contractors) action or omission or State (including its agents and contractors) failure to meet its responsibilities, or any change in previously agreed upon deliverables.

Should there be no mutually agreed upon primary deliverable(s) for the fiscal quarter, then one half (1/2) of the quarterly withheld shall be satisfied through the secondary deliverable(s). The remaining one half (1/2) will be held until both parties work in good faith to come to agreement on objectives, deliverables and scope.

If the Contractor fails to meet the previously mutually agreed upon deliverables, the State may retain a portion of the withheld funds based upon the following schedule:

| Calendar Days Late in Completing an Objective | % Forfeited |
|-----------------------------------------------|-------------|
| 4 - 10 days                                   | 10%         |
| 11 - 20 days                                  | 20%         |
| 21 - 30 days                                  | 30%         |
| 31 - 45 days                                  | 40%         |
| 46 - 60 days                                  | 75%         |
| 61 + days                                     | 100%        |

The State may choose to release forfeited funds for the completion of prior quarter deliverables or the completion of current quarter deliverables.

C.3.8 NPI Enhancement Services

National Provider Identifier (NPI) System Enhancements compensation shall be based on the Payment Amounts detailed below (NPI System Enhancement Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to by the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

| <b>PERIOD OF NPI SYSTEM ENHANCEMENT</b>              | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|------------------------------------------------------|----------------------------------|
| <b>NPI Systems Enhancement</b> 1/1/2007 – 6/30/2007  | \$ 2,500,000                     |
| <b>NPI Systems Enhancement</b> 7/1/2007 – 12/31/2007 | \$ 2,500,000                     |

The State shall require retention of payment in the amount equal to fifteen percent (15%) of each monthly NPI invoice. This retention of payment shall be held until the satisfaction of quarterly deliverable objective(s), with new funds accruing for each set of quarterly deliverable(s). Each quarter shall accrue a separate set of funds to be associated with a separate set of objective(s). Within forty-five (45) days of the beginning of each fiscal quarter, the State and the Contractor shall meet and mutually agree upon the deliverable(s) and the incentives for the next quarter, or any future quarter, to receive release on that quarter's retained payment. These deliverable(s) objective(s) shall be reviewed for completion based upon the attained delivery date. The deliverable(s) will be tied to work being performed on projects prioritized by the State, and when set, reviewed as achievable based on existing and future project workload. Once set, these metrics and deliverable(s) can not be changed without mutual agreement.

The fifteen percent (15%) retained funds shall be allocated amongst the deliverables at the joint meetings. Should there be no mutually agreed upon primary deliverable(s) for the fiscal quarter, the retained funds shall be released. The retained, and any incentive, funds, shall be released upon submission of the deliverable(s). Retained funds shall not be held due to any failure or delay that is related directly or indirectly to any State (including its agents or other contractors) action or omission or State (including its agents or other contractors) failure to meet its responsibilities, or any change in previously agreed-upon deliverables.

If the Contractor fails to meet the previously mutually agreed-upon deliverables, the State may retain a portion of the withheld funds based upon the following schedule:

| Calendar Days Late in Completing an Objective | % Forfeited |
|-----------------------------------------------|-------------|
| 4 – 10 days                                   | 10%         |
| 11 – 20 days                                  | 20%         |
| 21 – 30 days                                  | 30%         |
| 31 – 45 days                                  | 40%         |
| 46 – 60 days                                  | 75%         |
| 61 + days                                     | 100%        |

The State may choose to release forfeited funds for the completion of prior quarter deliverables or the completion of current quarter deliverables.

C.3.9 Production Servers Support Services

**Production Servers Support** (as described in Attachment B) compensation shall be based on the Payment Amounts detailed below (Production Server Support Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

Pursuant to Section E.5 of the Contract, the State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, and any and all amendments thereto. The Contractor shall be given at least thirty (30) days prior written notice and the date of the said assumption and the State shall be responsible for the Contractors reasonable costs in discontinuing and transferring those functions to the State.

| <b>PERIOD OF PRODUCTION SERVER SUPPORT COST</b>                                                       | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|-------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Production Server Support</b> 7/1/2004 - 6/30/2005                                                 | \$ 219,255                       |
| <b>Production Server Support</b> 7/1/2005 - 6/30/2006                                                 | \$ 232,316                       |
| <b>Production Server Support</b> 7/1/2006 - 6/30/2007                                                 | \$ 246,161                       |
| <b>Production Server Support</b> 7/1/2007 - 6/30/2008                                                 | \$ 218,537                       |
| <b>Production Server Support</b> 7/1/2008 – 12/31/2008                                                | \$ 114, 732                      |
| <b>Production Server Support</b> 1/1/2009 – 3/31/2009                                                 | \$59,910                         |
| <b>Production Server Support</b> 4/1/2009 – 6/30/2009 –<br>Open Period, Full Service Extension Option | \$58,425                         |
|                                                                                                       |                                  |

Production Server Support Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

C.3.10 Non Production Server Support Services

**Non Production Server Support** (as described in Attachment B) compensation shall be based on the Payment Amounts detailed below (Non Production Server Support Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices

shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

| <b>PERIOD OF NON PRODUCTION SERVER SUPPORT COST</b>                                                  | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Non Production Server Support 7/1/2004—6/30/2005</b>                                              | \$ 387,647                       |
| <b>Non Production Server Support 7/1/2005—6/30/2006</b>                                              | \$ 410,755                       |
| <b>Non Production Server Support 7/1/2006—6/30/2007</b>                                              | \$ 435,250                       |
| <b>Non Production Server Support 7/1/2007—6/30/2008</b>                                              | \$ 450,135                       |
| <b>Non Production Server Support 7/1/2008—12/31/2008</b>                                             | \$ 236,321                       |
| <b>Non Production Server Support 1/1/2009—3/31/2009</b>                                              | \$ 123,396                       |
| <b>Non Production Server Support 4/1/2009—6/30/2009 – Open Period, Full Service Extension Option</b> | \$ 120,342                       |
|                                                                                                      |                                  |

Non Production Server Support Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

C.3.11 Suspense Processing Services

**Suspense Processing Services** (as described in Attachment B) compensation shall be based on Payment Amounts detailed below (Suspense Processing Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with all necessary supporting documentation, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

| <b>PERIOD OF SUSPENSE TRANSACTIONS</b>             | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|----------------------------------------------------|----------------------------------|
| <b>Suspense Transactions 1/1/2007 – 6/30/2007</b>  | \$ 177,600                       |
| <b>Suspense Transactions 7/1/2007 – 6/30/2008</b>  | \$ 400,800                       |
| <b>Suspense Transactions 7/1/2008 – 12/31/2008</b> | \$ 184,800                       |
| <b>Suspense Transactions 1/1/2009 – 3/31/2009</b>  | \$ 96,486                        |

|                                                                                                    |                  |
|----------------------------------------------------------------------------------------------------|------------------|
| <b>Suspense Transactions 4/1/2009 – 6/30/2009 –<br/>Open Period, Full Service Extension Option</b> | <b>\$ 94,107</b> |
|                                                                                                    |                  |

Suspense Processing Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

### C.3.12 Customer Service Support Services

**Customer Service Support** (as described in Attachment B) compensation shall be based on the Payment Amounts detailed below (Customer Service Support Costs) for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Said monthly invoices shall be in an amount equal to the maximum amount per period detailed below divided by the number of calendar months in the subject period (the divisor shall be twelve (12) after the first period of service).

| <b>PERIOD OF CUSTOMER SERVICE SUPPORT<br/>COST</b>                                                    | <b>MAXIMUM AMOUNT<br/>PER PERIOD</b> |
|-------------------------------------------------------------------------------------------------------|--------------------------------------|
| <b>Customer Service Support 1/1/2007 – 6/30/2007</b>                                                  | <b>\$ 166,200</b>                    |
| <b>Customer Service Support 7/1/2007—6/30/2008</b>                                                    | <b>\$ 349,200</b>                    |
| <b>Customer Service Support 7/1/2008—12/30/2008</b>                                                   | <b>\$ 183,330</b>                    |
| <b>Customer Service Support 1/1/2009 – 3/31/2009</b>                                                  | <b>\$ 95,709</b>                     |
| <b>Customer Service Support 4/1/2009 – 6/30/2009 –<br/>Open Period, Full Service Extension Option</b> | <b>\$ 93,357</b>                     |
|                                                                                                       |                                      |

Customer Service Support Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.

### C.3.13 Special Projects Staffing Services

**Special Projects Staffing** (as described in Attachment B) compensation shall be based on the Payment Amounts detailed below for units of service authorized by the State. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Monthly invoices shall be in an amount equal to the maximum amount per period detailed in the Systems Increased Staff below, multiplied by the percentage of the total contract period hours provided during the month as detailed in Section B.8.2 of the Contract.

If the State elects to exercise the Special Projects Option period, the State shall compensate the Contractor for Special Project work based on a \$97.99 hourly rate multiplied by the volume of hours worked. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

**Special Project Travel:** The Contractor shall not be compensated for travel time to the primary location of service provision. However, the State agrees to reimburse the Contractor for travel expenses relating to Special Projects as defined by the State. Compensation for travel expenses shall be in accordance with C.4 of the Contract, and any and all amendments thereto. The State shall compensate the Contractor for Project travel based on the current state travel guidelines. The Contractor shall submit monthly invoices, in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the date of the expense, the nature of the expense and the total amount due the Contractor for the period invoiced.

| <b>PERIOD OF SPECIAL PROJECTS STAFF COSTS</b>                                                         | <b>MAXIMUM AMOUNT PER PERIOD</b> |
|-------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Special Projects Staffing</b><br>1/1/2008 – 12/31/2008                                             | \$ 3,135,680                     |
| <b>Special Projects Staffing</b><br>1/1/2009 – 3/31/2009                                              | \$ 832,915                       |
| <b>Special Projects Staffing</b><br>4/1/2009 – 6/30/2009 – Open Period, Full Service Extension Option | \$832,915                        |
| <b>Systems Team Support</b><br>Open Period, Special Projects Option                                   | NA<br>(hourly rate applies)      |

#### C.3.14 Excess Operations Transaction Services

**Excess Operations Transactions** (further defined in Section A.7 of this Contract) compensation shall be based on the Payment Amounts detailed below for any transaction units in excess of the contracted thresholds, as authorized by the State. Each threshold will be treated independently with no compensation or deduction for volumes that fall below the threshold. The Contractor shall submit invoices no more often than quarterly (invoices for excess ballots shall be submitted annually), in form and substance agreed to with the State with reasonable supporting documentation necessary to verify the accuracy of the invoice, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

| TRANSACTION TYPE                | FIXED FEE PER TRANSACTION |                        |                        |                        |                         |                        |                        |                        |                                                           |
|---------------------------------|---------------------------|------------------------|------------------------|------------------------|-------------------------|------------------------|------------------------|------------------------|-----------------------------------------------------------|
|                                 | Start-<br>6/30/2003       | 7/1/2003-<br>6/30/2004 | 7/1/2004-<br>6/30/2005 | 7/1/2005-<br>6/30/2006 | 7/1/2006-<br>12/31/2006 | 1/1/2007-<br>6/30/2007 | 7/1/2007-<br>6/30/2008 | 7/1/2008-<br>3/31/2009 | 1/1/2009-<br>3/31/2009<br>Open<br>Period, Full<br>Service |
| <b>Claim Transactions</b>       | \$0.614                   | \$0.647                | \$0.681                | \$0.717                | \$0.755                 | \$0.789                | \$0.789                | \$0.828                | \$0.828                                                   |
| <b>Encounter Transactions</b>   | \$0.000                   | \$0.000                | \$0.000                | \$0.000                | \$0.000                 | \$0.000                | \$0.000                | \$0.000                | \$0.000                                                   |
| <b>Letters</b>                  | \$0.219                   | \$0.231                | \$0.239                | \$0.249                | \$0.258                 | \$0.268                | \$0.268                | \$0.281                | \$0.281                                                   |
| <b>Daniels Letters</b>          | \$0.121                   | \$0.127                | \$0.134                | \$0.139                | \$0.144                 | \$0.150                | \$0.150                | \$0.158                | \$0.158                                                   |
| <b>Premium Statements/Bills</b> | \$0.148                   | \$0.156                | \$0.165                | \$0.172                | \$0.179                 | \$0.186                | \$0.186                | \$0.195                | \$0.195                                                   |
| <b>Suspense Transactions</b>    | NA                        | NA                     | NA                     | NA                     | NA                      | \$0.8433               | \$0.9516               | \$0.8775               | \$0.8775                                                  |
| <b>Ballots</b>                  | \$0.066                   | \$0.069                | \$0.073                | \$0.077                | \$0.081                 | \$0.085                | \$0.085                | \$0.089                | \$0.089                                                   |

Excess Operations Transaction Services and the associated payment methodology are not applicable during the Special Projects Extension Option period.



STATE OF TENNESSEE  
**BUREAU OF TENNCARE**  
310 Great Circle Road  
NASHVILLE, TENNESSEE 37243

January 27, 2009

**RECEIVED**

JAN 30 2009

**FISCAL REVIEW**

Mr. Jim White, Director  
Fiscal Review Committee  
8<sup>th</sup> Floor, Rachel Jackson Bldg.  
Nashville, TN 37243

Attention: Ms. Leni Chick

RE: Bureau of TennCare Contract Amendments  
Thomson Reuters (Healthcare), Inc. (formerly The Medstat Group, Inc.) – Amendment #3  
Electronic Data Systems, LLC – Amendment #8  
Volunteer State Health Plan, Inc. (TennCare Select) Amendment #19

Dear Mr. White:

The Department of Finance and Administration, Bureau of TennCare, is submitting for consideration by the Fiscal Review Committee, amendment #3 to Thomson Reuters (Healthcare), Inc. (formerly The Medstat Group, Inc.), the contractor identified to provide decision support services for the TennCare Program including Fraud and Abuse Detection and Investigation services. In an effort to reduce contractual obligations due to statewide revenue shortfalls in FY '09, TennCare is amending the contract to implement reduction in scope of services as well as renegotiated rates at a cost savings to the state.

The Bureau of TennCare is also submitting amendment #8 to Electronic Data Systems, LLC (EDS). EDS is a competitively bid contract that developed, implemented and replaced the TennCare Management Information System (TCMIS) and is currently working to transition a new contractor in place to assume TCMIS management. TennCare needs EDS to continue in their transition role for an additional three months to totally allow for complete transition, ensuring that claims management service is not interrupted. This amendment extends the term for three months to allow the new contractor to assume all duties associated with TCMIS services, as well as provides funding to support this extension. TennCare will not experience a period where the incumbent vendor and the winning bidder are simultaneously paid to operate the MMIS.

Also submitted for review by TennCare is amendment #19 to Volunteer State Health Plan, Inc. (TennCare Select.) This contractor is the managed care organization that provides TennCare covered services to children in state custody as well as other high risk enrollees and provides a safety net should other MCOs fail. This amendment provides for shared risk for the contractor, payment for performance measures, including EPSDT, Case Manager assignment, and also establishes a bonus pool for shared risk initiative. The establishment of partial risk arrangements with managed care entities allows the state to claim a more favorable federal matching rate as well as properly align incentives between the State and the managed care entity.

January 27, 2009  
Mr. Jim White  
Fiscal Review Committee  
Page 2

The Bureau of TennCare would greatly appreciate the consideration and approval of these amendments by the Fiscal Review Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Pierce", with a long horizontal flourish extending to the right.

Scott Pierce  
Chief Financial Officer

cc: Darin J. Gordon, Deputy Commissioner  
Alma Chilton, Contract Coordinator

Supplemental Documentation Required for  
Fiscal Review Committee

|                                                                                                                                                |                                                                                                                                                                                                                                                                                                    |                    |                 |                 |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|-----------------|-----------------|
| *Contact Name:                                                                                                                                 | Scott Pierce                                                                                                                                                                                                                                                                                       | *Contact Phone:    | 507-6415        |                 |                 |
| *Contract Number:                                                                                                                              | FA-03-15069-00                                                                                                                                                                                                                                                                                     | *RFS Number:       | 318.65-080      |                 |                 |
| *Original Contract Begin Date:                                                                                                                 | August 12, 2002                                                                                                                                                                                                                                                                                    | *Current End Date: | March 31, 2009  |                 |                 |
| Current Request Amendment Number:<br>(if applicable)                                                                                           | 8                                                                                                                                                                                                                                                                                                  |                    |                 |                 |                 |
| Proposed Amendment Effective Date:<br>(if applicable)                                                                                          | June 30, 2009                                                                                                                                                                                                                                                                                      |                    |                 |                 |                 |
| *Department Submitting:                                                                                                                        | Department of Finance and Administration                                                                                                                                                                                                                                                           |                    |                 |                 |                 |
| *Division:                                                                                                                                     | Bureau of TennCare                                                                                                                                                                                                                                                                                 |                    |                 |                 |                 |
| *Date Submitted:                                                                                                                               | January 26, 2009                                                                                                                                                                                                                                                                                   |                    |                 |                 |                 |
| *Submitted Within Sixty (60) days:                                                                                                             | Yes                                                                                                                                                                                                                                                                                                |                    |                 |                 |                 |
| <i>If not, explain:</i>                                                                                                                        |                                                                                                                                                                                                                                                                                                    |                    |                 |                 |                 |
| *Contract Vendor Name:                                                                                                                         | Electronic Data Systems Corporation and EDS Information Service, LLC ("EIS")                                                                                                                                                                                                                       |                    |                 |                 |                 |
| *Current Maximum Liability:                                                                                                                    | \$128,173,649.35                                                                                                                                                                                                                                                                                   |                    |                 |                 |                 |
| <b>*Current Contract Allocation by Fiscal Year:</b><br><i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>                 |                                                                                                                                                                                                                                                                                                    |                    |                 |                 |                 |
| FY: 2003                                                                                                                                       | FY: 2004                                                                                                                                                                                                                                                                                           | FY: 2005           | FY: 2006        | FY: 2007        | FY: 2008        |
| \$17,329,242.06                                                                                                                                | \$11,096,354.84                                                                                                                                                                                                                                                                                    | \$14,775,909.24    | \$18,715,501.91 | \$22,735,236.43 | \$22,656,857.77 |
| FY: 2009                                                                                                                                       | FY:                                                                                                                                                                                                                                                                                                | FY:                | FY:             | FY:             | FY:             |
| \$20,864,547.10                                                                                                                                | \$                                                                                                                                                                                                                                                                                                 | \$                 | \$              | \$              | \$              |
| <b>*Current Total Expenditures by Fiscal Year of Contract:</b><br><i>(attach backup documentation from STARS or FDAS report)</i>               |                                                                                                                                                                                                                                                                                                    |                    |                 |                 |                 |
| FY: 2003                                                                                                                                       | FY: 2004                                                                                                                                                                                                                                                                                           | FY: 2005           | FY: 2006        | FY: 2007        | FY: 2008        |
| \$2,098,321.92                                                                                                                                 | \$13,824,419.04                                                                                                                                                                                                                                                                                    | \$23,934,588.31    | \$21,423,197.82 | \$23,833,769.19 | \$21,868,589.46 |
| FY: 2009                                                                                                                                       | FY:                                                                                                                                                                                                                                                                                                | FY:                | FY:             | FY:             | FY:             |
| \$12,857,405.59                                                                                                                                | \$                                                                                                                                                                                                                                                                                                 | \$                 | \$              | \$              | \$              |
| <b>IF</b> Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent: | N/A                                                                                                                                                                                                                                                                                                |                    |                 |                 |                 |
| <b>IF</b> surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:          | Contract language determined that delegated milestones and enhancements had to be met in many instances (i.e. CMS certification of system) before any payments could be made to the contractor. Unused Fiscal Year funds rolled over to next FY and funds were used when milestones were complete. |                    |                 |                 |                 |
| <b>IF</b> Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding                                  | N/A                                                                                                                                                                                                                                                                                                |                    |                 |                 |                 |

## Supplemental Documentation Required for Fiscal Review Committee

|                                                                       |        |                                                                                                                          |                          |
|-----------------------------------------------------------------------|--------|--------------------------------------------------------------------------------------------------------------------------|--------------------------|
| was acquired to pay the overage:                                      |        |                                                                                                                          |                          |
| *Contract<br>Funding<br>Source/Amount:                                | State: | \$29,244,887.08                                                                                                          | Federal: \$98,928,762.27 |
| Interdepartmental:                                                    |        |                                                                                                                          | Other:                   |
| If "other" please define:                                             |        |                                                                                                                          |                          |
| Dates of All Previous Amendments or Revisions: <i>(if applicable)</i> |        | Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>                                 |                          |
| Amendment #1 – 8/29/2003                                              |        | Reduction in FY 03 Funding; Change in milestone dates                                                                    |                          |
| Amendment #2 – 8/29/2003                                              |        | Clarification and further specifications of timelines                                                                    |                          |
| Amendment #3 – 12/18/2003                                             |        | Reduction in FY 04 Funding; Change in milestone dates                                                                    |                          |
| Amendment #4 – 11/18/2004                                             |        | Increase in Funding for FY 05, 06, 07 for provision of server support for the TennCare Management Information System     |                          |
| Amendment #5 – 1/14/2005                                              |        | Increase in Funding for FY 05, 06, 07 for additional staff and other enhancements to facilitate required program changes |                          |
| Amendment #6 – 12/28/2006                                             |        | Term Extension and Funding for FY 07, 08, 09                                                                             |                          |
| Amendment #7 - 10/15/2008                                             |        | Term Extension, Extension Funding, transition modifications, and special projects options                                |                          |
| Method of Original Award: <i>(if applicable)</i>                      |        | Request for Proposal                                                                                                     |                          |

# Refdoc Activity search

REPORT FILTER:

({Document Number} (ID) = "FA0315069") And ({Effective Year} = 2000,2001,2002,2003,2004,2005,2006,2007 or 2008)

**Page by:**

Department: 318:TENNCARE

Division: 65:TENNCARE ADMINISTRATION

Funding Year: 2003

| Document Number | Process Date | Effective Month | DF Vendor Number | Document Payment Amount |
|-----------------|--------------|-----------------|------------------|-------------------------|
| FA0315069       | 9/17/2002    | SEPTEMBER 2002  | V752548221       | \$0.00                  |
| FA0315069       | 3/17/2003    | MARCH 2003      | V752548221       | \$595,578.10            |
| FA0315069       | 3/17/2003    | MARCH 2003      | V752548221       | \$1,379,410.48          |
| FA0315069       | 8/4/2003     | JUNE 2003       | V752548221       | \$123,333.34            |
| FA0315069       | 8/6/2003     | JUNE 2003       | V752548221       | \$0.00                  |
| FA0315069       | 8/6/2003     | JUNE 2003       |                  | \$0.00                  |
| FA0315069       | 8/12/2003    | JUNE 2003       |                  | \$0.00                  |
| <b>Total</b>    |              |                 |                  | <b>\$2,098,321.92</b>   |

End FY '03

# Refdoc Activity search

REPORT FILTER:

{{Document Number} (ID) = "FA0315069") And {{Effective Year} = 2000,2001,2002,2003,2004,2005,2006,2007 or 2008)

Page by:

Department: 318:TENNCARE

Division: 65:TENNCARE ADMINISTRATION

Funding Year: 2004

| Document Number | Effective Month | Transaction All* Date | Document Payment Amount |
|-----------------|-----------------|-----------------------|-------------------------|
| FA0315069       | JULY 2003       | 7/19/2003             | \$0.00                  |
| FA0315069       | OCTOBER 2003    | 10/3/2003             | \$595,578.10            |
| FA0315069       | OCTOBER 2003    | 10/3/2003             | \$4,057,067.41          |
| FA0315069       | DECEMBER 2003   | 12/1/2003             | \$171,864.28            |
| FA0315069       | DECEMBER 2003   | 12/1/2003             | \$509,338.39            |
| FA0315069       | DECEMBER 2003   | 12/1/2003             | \$764,007.59            |
| FA0315069       | DECEMBER 2003   | 1/5/2004              | \$0.00                  |
| FA0315069       | JANUARY 2004    | 1/20/2004             | \$186,719.14            |
| FA0315069       | JANUARY 2004    | 1/20/2004             | \$767.05                |
| FA0315069       | JANUARY 2004    | 1/20/2004             | \$114,359.57            |
| FA0315069       | FEBRUARY 2004   | 2/4/2004              | \$316,612.01            |
| FA0315069       | FEBRUARY 2004   | 2/4/2004              | \$114,359.57            |
| FA0315069       | FEBRUARY 2004   | 2/4/2004              | \$114,359.57            |
| FA0315069       | FEBRUARY 2004   | 2/4/2004              | \$57,195.60             |
| FA0315069       | FEBRUARY 2004   | 2/4/2004              | \$319,488.59            |
| FA0315069       | FEBRUARY 2004   | 2/17/2004             | \$114,359.57            |
| FA0315069       | FEBRUARY 2004   | 2/17/2004             | \$346.64                |
| FA0315069       | FEBRUARY 2004   | 2/17/2004             | \$3,293.08              |
| FA0315069       | FEBRUARY 2004   | 2/17/2004             | \$2,234.25              |
| FA0315069       | FEBRUARY 2004   | 2/17/2004             | \$3,867.25              |
| FA0315069       | MARCH 2004      | 3/23/2004             | \$114,359.57            |
| FA0315069       | MARCH 2004      | 3/23/2004             | \$1,822.57              |
| FA0315069       | MARCH 2004      | 3/23/2004             | \$10,054.13             |

|           |             |           |                |
|-----------|-------------|-----------|----------------|
| FA0315069 | MARCH 2004  | 3/23/2004 | \$2,816.45     |
| FA0315069 | MARCH 2004  | 3/23/2004 | \$3,076.43     |
| FA0315069 | MARCH 2004  | 3/23/2004 | \$1,143,381.62 |
| FA0315069 | MARCH 2004  | 3/23/2004 | \$1,143,381.63 |
| FA0315069 | APRIL 2004  | 4/30/2004 | \$114,359.57   |
| FA0315069 | JUNE 2004   | 6/2/2004  | \$114,359.57   |
| FA0315069 | JUNE 2004   | 6/2/2004  | \$1,002,925.64 |
| FA0315069 | JULY 2003   | 8/5/2003  | \$0.00         |
| FA0315069 | JUNE 2004   | 6/2/2004  | \$83,286.90    |
| FA0315069 | JUNE 2004   | 6/2/2004  | \$1,086,212.54 |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$86.66        |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$3,877.16     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$3,043.07     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$1,475.93     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$3,158.64     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$647.56       |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$2,540.26     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$1,177.52     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$259.98       |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$5,328.76     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$866.60       |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$3,293.08     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$324.98       |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$2,884.16     |
| FA0315069 | JUNE 2004   | 7/9/2004  | \$748,299.56   |
| FA0315069 | JUNE 2004   | 7/12/2004 | \$781,300.84   |
| FA0315069 | JUNE 2004   | 8/3/2004  | \$0.00         |
| FA0315069 | AUGUST 2003 | 8/12/2003 | \$0.00         |
| FA0315069 | JUNE 2004   | 6/30/2004 | \$0.00         |

|              |           |           |                        |
|--------------|-----------|-----------|------------------------|
| FA0315069    | JUNE 2004 | 7/23/2004 | \$0.00                 |
| FA0315069    | JUNE 2004 | 8/4/2004  | \$0.00                 |
| FA0315069    | JUNE 2004 | 7/23/2004 | \$0.00                 |
| FA0315069    | JUNE 2004 | 8/4/2004  | \$0.00                 |
| <b>Total</b> |           |           | <b>\$13,824,419.04</b> |

End FY '04

# Refdoc Activity search

REPORT FILTER:

{Document Number} (ID) = "FA0315069" And {Effective Year} = 2000,2001,2002,2003,2004,2005,2006,2007 or 2008)

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Department: 318:TENNCARE

Division: 65:TENNCARE ADMINISTRATION

Funding Year: 2005

| Document Number | Process Date Date | Effective Month | Transaction All* Date | Document Payment Amount |
|-----------------|-------------------|-----------------|-----------------------|-------------------------|
| FA0315069       | 7/17/2004         | JULY 2004       | 7/16/2004             | \$0.00                  |
| FA0315069       | 9/27/2004         | SEPTEMBER 2004  | 9/23/2004             | \$114,359.57            |
| FA0315069       | 9/27/2004         | SEPTEMBER 2004  | 9/23/2004             | \$891.07                |
| FA0315069       | 9/27/2004         | SEPTEMBER 2004  | 9/23/2004             | \$111.72                |
| FA0315069       | 9/27/2004         | SEPTEMBER 2004  | 9/23/2004             | \$57,169.08             |
| FA0315069       | 9/27/2004         | SEPTEMBER 2004  | 9/23/2004             | \$57,169.08             |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$29,512.15             |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$1,799.12              |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$736.61                |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$17,272.95             |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$33,035.51             |
| FA0315069       | 10/15/2004        | OCTOBER 2004    | 10/15/2004            | \$1,462.80              |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$685,477.16            |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$866.60                |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$923,904.00            |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$462.50                |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$46,731.02             |
| FA0315069       | 11/8/2004         | NOVEMBER 2004   | 11/5/2004             | \$2,351.61              |
| FA0315069       | 11/9/2004         | NOVEMBER 2004   | 11/9/2004             | \$3,086.04              |
| FA0315069       | 11/9/2004         | NOVEMBER 2004   | 11/9/2004             | \$65.00                 |
| FA0315069       | 11/10/2004        | NOVEMBER 2004   | 11/10/2004            | \$891.06                |
| FA0315069       | 11/10/2004        | NOVEMBER 2004   | 11/10/2004            | \$111.71                |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$3,086.04              |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$72.00                 |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$48,345.38             |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$923,904.00            |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$42,363.90             |
| FA0315069       | 11/22/2004        | NOVEMBER 2004   | 11/19/2004            | \$4,733.72              |
| FA0315069       | 11/24/2004        | NOVEMBER 2004   | 11/24/2004            | \$87,518.41             |
| FA0315069       | 11/24/2004        | NOVEMBER 2004   | 11/24/2004            | \$13,556.09             |

|           |            |               |            |                |
|-----------|------------|---------------|------------|----------------|
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$23,967.42    |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$117,958.25   |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$117,958.25   |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$18,271.25    |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$32,303.92    |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$117,958.25   |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$18,271.25    |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$32,303.92    |
| FA0315069 | 11/24/2004 | NOVEMBER 2004 | 11/24/2004 | \$3,430,144.88 |
| FA0315069 | 11/30/2004 | NOVEMBER 2004 | 11/30/2004 | \$0.00         |
| FA0315069 | 12/10/2004 | DECEMBER 2004 | 12/10/2004 | \$3,086.04     |
| FA0315069 | 12/10/2004 | DECEMBER 2004 | 12/10/2004 | \$0.00         |
| FA0315069 | 12/10/2004 | DECEMBER 2004 | 12/10/2004 | \$115.00       |
| FA0315069 | 12/10/2004 | DECEMBER 2004 | 12/10/2004 | \$18,000.00    |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$912.00       |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$11,261.06    |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$923,904.00   |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$168,533.42   |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$227,046.78   |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$1,211.92     |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$25,003.42    |
| FA0315069 | 12/23/2004 | DECEMBER 2004 | 12/23/2004 | \$10,307.34    |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$66,449.17    |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$5,784.65     |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$923,904.00   |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$168,533.42   |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$20,158.61    |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$24.00        |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$3,086.04     |
| FA0315069 | 1/19/2005  | JANUARY 2005  | 1/19/2005  | \$400.00       |
| FA0315069 | 1/27/2005  | JANUARY 2005  | 1/27/2005  | \$0.00         |
| FA0315069 | 2/1/2005   | FEBRUARY 2005 | 2/1/2005   | \$14,950.07    |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | \$34,035.27    |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | \$2,041.02     |
| FA0315069 | 2/9/2005   | FEBRUARY 2005 | 2/9/2005   | \$8,596.26     |
| FA0315069 | 2/10/2005  | FEBRUARY 2005 | 2/10/2005  | \$153,377.45   |
| FA0315069 | 2/10/2005  | FEBRUARY 2005 | 2/10/2005  | \$52,700.37    |
| FA0315069 | 2/10/2005  | FEBRUARY 2005 | 2/10/2005  | \$16,711.45    |

|           |           |               |           |              |
|-----------|-----------|---------------|-----------|--------------|
| FA0315069 | 2/10/2005 | FEBRUARY 2005 | 2/9/2005  | \$190,563.60 |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$923,904.00 |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$168,533.42 |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$18,330.83  |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$73,080.00  |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$2,584.00   |
| FA0315069 | 2/16/2005 | FEBRUARY 2005 | 2/16/2005 | \$1,191.99   |
| FA0315069 | 2/17/2005 | FEBRUARY 2005 | 2/17/2005 | \$1,194.01   |
| FA0315069 | 2/17/2005 | FEBRUARY 2005 | 2/17/2005 | \$3,086.04   |
| FA0315069 | 2/17/2005 | FEBRUARY 2005 | 2/17/2005 | \$48,919.74  |
| FA0315069 | 3/4/2005  | MARCH 2005    | 3/3/2005  | \$68,720.45  |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$6,199.08   |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$923,904.00 |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$168,533.42 |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$5,789.71   |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$3,086.04   |
| FA0315069 | 3/8/2005  | MARCH 2005    | 3/7/2005  | \$3,075.03   |
| FA0315069 | 3/15/2005 | MARCH 2005    | 3/15/2005 | \$9,143.22   |
| FA0315069 | 3/15/2005 | MARCH 2005    | 3/15/2005 | \$107,181.60 |
| FA0315069 | 3/17/2005 | MARCH 2005    | 3/17/2005 | \$151,476.20 |
| FA0315069 | 3/17/2005 | MARCH 2005    | 3/17/2005 | \$92,923.81  |
| FA0315069 | 3/28/2005 | MARCH 2005    | 3/28/2005 | \$190,563.61 |
| FA0315069 | 4/7/2005  | APRIL 2005    | 4/7/2005  | \$168,533.42 |
| FA0315069 | 4/7/2005  | APRIL 2005    | 4/7/2005  | \$105.30     |
| FA0315069 | 4/7/2005  | APRIL 2005    | 4/7/2005  | \$3,086.04   |
| FA0315069 | 4/7/2005  | APRIL 2005    | 4/7/2005  | \$68.18      |
| FA0315069 | 4/7/2005  | APRIL 2005    | 4/7/2005  | \$2,000.00   |
| FA0315069 | 4/8/2005  | APRIL 2005    | 4/8/2005  | \$920,904.00 |
| FA0315069 | 4/8/2005  | APRIL 2005    | 4/8/2005  | \$349,449.66 |
| FA0315069 | 4/8/2005  | APRIL 2005    | 4/8/2005  | \$12,998.05  |
| FA0315069 | 4/8/2005  | APRIL 2005    | 4/8/2005  | \$1,378.68   |
| FA0315069 | 4/21/2005 | APRIL 2005    | 4/20/2005 | \$39,532.38  |
| FA0315069 | 5/6/2005  | MAY 2005      | 5/6/2005  | \$328,711.98 |
| FA0315069 | 5/6/2005  | MAY 2005      | 5/6/2005  | \$168,533.42 |
| FA0315069 | 5/6/2005  | MAY 2005      | 5/6/2005  | \$3,086.04   |
| FA0315069 | 5/6/2005  | MAY 2005      | 5/6/2005  | \$48.00      |

|           |            |               |            |                |
|-----------|------------|---------------|------------|----------------|
| FA0315069 | 5/6/2005   | MAY 2005      | 5/6/2005   | \$1,065.00     |
| FA0315069 | 5/6/2005   | MAY 2005      | 5/6/2005   | \$511.20       |
| FA0315069 | 5/6/2005   | MAY 2005      | 5/6/2005   | \$61,556.29    |
| FA0315069 | 8/4/2004   | JULY 2004     | 8/3/2004   | \$0.00         |
| FA0315069 | 12/29/2004 | DECEMBER 2004 | 12/29/2004 | \$321,820.68   |
| FA0315069 | 12/29/2004 | DECEMBER 2004 | 12/29/2004 | \$1,393,276.75 |
| FA0315069 | 12/29/2004 | DECEMBER 2004 | 12/29/2004 | \$374,149.77   |
| FA0315069 | 12/29/2004 | DECEMBER 2004 | 12/29/2004 | \$1,279,965.84 |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | (\$24,211.75)  |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | \$401,924.43   |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | \$330,837.02   |
| FA0315069 | 2/2/2005   | FEBRUARY 2005 | 2/2/2005   | \$348,561.23   |
| FA0315069 | 5/6/2005   | MAY 2005      | 5/6/2005   | \$595,192.02   |
| FA0315069 | 5/11/2005  | MAY 2005      | 5/11/2005  | \$1,031.00     |
| FA0315069 | 5/11/2005  | MAY 2005      | 5/11/2005  | \$449,236.29   |
| FA0315069 | 5/11/2005  | MAY 2005      | 5/11/2005  | \$15,979.19    |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$923,904.00   |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$168,533.42   |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$4,502.50     |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$405,221.90   |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$19,175.01    |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$10,902.01    |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$3,086.04     |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$340.80       |
| FA0315069 | 6/13/2005  | JUNE 2005     | 6/13/2005  | \$30,551.94    |
| FA0315069 | 6/16/2005  | JUNE 2005     | 6/15/2005  | \$4,757.55     |
| FA0315069 | 6/16/2005  | JUNE 2005     | 6/15/2005  | \$5,093.28     |
| FA0315069 | 6/16/2005  | JUNE 2005     | 6/15/2005  | \$6,362.01     |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$923,904.00   |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$168,533.42   |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$4,876.90     |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$378,324.50   |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$98,540.07    |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$3,683.11     |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$3,086.04     |
| FA0315069 | 7/5/2005   | JUNE 2005     | 7/5/2005   | \$15,086.28    |

|           |            |                |            |              |
|-----------|------------|----------------|------------|--------------|
| FA0315069 | 7/5/2005   | JUNE 2005      | 7/5/2005   | \$45,059.86  |
| FA0315069 | 8/5/2005   | JUNE 2005      | 8/5/2005   | \$0.00       |
| FA0315069 | 8/5/2004   | JULY 2004      | 8/4/2004   | \$0.00       |
| FA0315069 | 9/9/2004   | SEPTEMBER 2004 | 9/9/2004   | \$114,359.57 |
| FA0315069 | 9/9/2004   | SEPTEMBER 2004 | 9/9/2004   | \$114,359.57 |
| FA0315069 | 9/9/2004   | SEPTEMBER 2004 | 9/9/2004   | \$1,819.86   |
| FA0315069 | 9/9/2004   | SEPTEMBER 2004 | 9/9/2004   | \$4,827.84   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$86.66      |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$3,877.15   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$3,043.06   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$1,475.93   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$3,158.64   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$647.56     |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$2,540.25   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$1,177.51   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$259.98     |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$5,328.76   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$866.60     |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$3,293.08   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$324.97     |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$2,884.15   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$1,819.86   |
| FA0315069 | 11/10/2004 | NOVEMBER 2004  | 11/10/2004 | \$4,827.83   |
| FA0315069 | 6/22/2005  | JUNE 2005      | 6/21/2005  | \$0.00       |
| FA0315069 | 8/5/2004   | JULY 2004      | 8/4/2004   | \$0.00       |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$28,203.75  |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$7,218.48   |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$27,731.20  |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$4,732.58   |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$9,402.61   |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$377.86     |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$2,174.63   |
| FA0315069 | 4/1/2005   | APRIL 2005     | 4/1/2005   | \$3,466.40   |
| FA0315069 | 4/14/2005  | APRIL 2005     | 4/14/2005  | \$93,105.62  |
| FA0315069 | 6/22/2005  | JUNE 2005      | 6/21/2005  | \$0.00       |

**Total** **\$23,934,588.31**

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Division: 65:TENNCARE ADMINISTRATION

Funding Year: 2006

| Document Number | Effective Month | Funding Year | Transaction All* Date | Document Payment Amount |
|-----------------|-----------------|--------------|-----------------------|-------------------------|
| FA0315069       | JULY 2005       | 2006         | 7/15/2005             | \$0.00                  |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$909,700.75            |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$177,702.75            |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$20,469.37             |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$2,126.01              |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$2,967.50              |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$198,457.46            |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$3,086.04              |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$20,557.21             |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$431.54                |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$48,436.90             |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$375,065.29            |
| FA0315069       | AUGUST 2005     | 2006         | 8/9/2005              | \$10,994.30             |
| FA0315069       | AUGUST 2005     | 2006         | 8/29/2005             | \$165,355.60            |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$2,122.00              |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$323,200.05            |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$142,383.45            |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$6,589.79              |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$3,086.04              |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/19/2005             | \$184.00                |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/23/2005             | \$294.47                |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/23/2005             | \$177,702.75            |
| FA0315069       | SEPTEMBER 2005  | 2006         | 9/23/2005             | \$18,322.17             |

|           |               |      |            |              |
|-----------|---------------|------|------------|--------------|
| FA0315069 | OCTOBER 2005  | 2006 | 10/3/2005  | \$909,700.75 |
| FA0315069 | OCTOBER 2005  | 2006 | 10/3/2005  | \$7,834.59   |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$909,700.75 |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$177,702.75 |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$1,026.84   |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$6,796.45   |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$455.00     |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$8,534.61   |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$3,086.04   |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$120.00     |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$240,665.30 |
| FA0315069 | OCTOBER 2005  | 2006 | 10/17/2005 | \$6,844.46   |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/3/2005  | \$1,350.89   |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$2,085.96   |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$909,700.75 |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$18.56      |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$223,285.32 |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$3,086.04   |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$60.00      |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/14/2005 | \$425.00     |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/16/2005 | \$22,535.77  |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/16/2005 | \$99,036.72  |
| FA0315069 | NOVEMBER 2005 | 2006 | 11/16/2005 | \$11,475.62  |
| FA0315069 | DECEMBER 2005 | 2006 | 12/8/2005  | \$144,096.75 |
| FA0315069 | DECEMBER 2005 | 2006 | 12/8/2005  | \$177,702.75 |
| FA0315069 | DECEMBER 2005 | 2006 | 12/15/2005 | \$909,700.75 |
| FA0315069 | DECEMBER 2005 | 2006 | 12/15/2005 | \$53,589.25  |
| FA0315069 | DECEMBER 2005 | 2006 | 12/15/2005 | \$11,320.58  |
| FA0315069 | DECEMBER 2005 | 2006 | 12/15/2005 | \$198,941.22 |

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| FA0315069 | DECEMBER 2005 | 2006 | 12/15/2005 | \$3,086.04   |
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| FA0315069 | JANUARY 2006  | 2006 | 1/17/2006  | \$909,700.75 |
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| FA0315069 | JANUARY 2006  | 2006 | 1/17/2006  | \$6,003.82   |
| FA0315069 | JANUARY 2006  | 2006 | 1/17/2006  | \$4,447.81   |
| FA0315069 | JANUARY 2006  | 2006 | 1/17/2006  | \$3,086.04   |
| FA0315069 | JANUARY 2006  | 2006 | 1/17/2006  | \$90.00      |
| FA0315069 | JANUARY 2006  | 2006 | 1/18/2006  | \$162,751.04 |
| FA0315069 | JANUARY 2006  | 2006 | 1/18/2006  | \$120,121.32 |
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| FA0315069 | JANUARY 2006  | 2006 | 1/26/2006  | \$95,549.50  |
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| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$124,113.50 |
| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$53,589.25  |
| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$24,657.69  |
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| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$33,250.80  |
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| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$3,835.83   |
| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$3,086.04   |
| FA0315069 | FEBRUARY 2006 | 2006 | 2/16/2006  | \$6,221.60   |

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|-----------|---------------|------|-----------|--------------|
| FA0315069 | FEBRUARY 2006 | 2006 | 2/21/2006 | \$67,024.93  |
| FA0315069 | FEBRUARY 2006 | 2006 | 2/21/2006 | \$30,715.29  |
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| FA0315069 | MARCH 2006    | 2006 | 3/15/2006 | \$53,589.25  |
| FA0315069 | MARCH 2006    | 2006 | 3/15/2006 | \$6,034.66   |
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| FA0315069 | MARCH 2006    | 2006 | 3/15/2006 | \$19,200.00  |
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| FA0315069 | MARCH 2006    | 2006 | 3/21/2006 | \$845.00     |
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| FA0315069 | MARCH 2006    | 2006 | 3/21/2006 | \$139,237.55 |
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| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$909,700.75 |
| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$124,113.50 |
| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$53,589.25  |
| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$4,901.52   |
| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$47,043.29  |
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| FA0315069 | APRIL 2006    | 2006 | 4/19/2006 | \$60.00      |
| FA0315069 | APRIL 2006    | 2006 | 4/21/2006 | \$90,102.53  |
| FA0315069 | APRIL 2006    | 2006 | 4/21/2006 | \$475.00     |
| FA0315069 | APRIL 2006    | 2006 | 4/21/2006 | \$1,831.04   |
| FA0315069 | APRIL 2006    | 2006 | 4/21/2006 | \$66,965.27  |
| FA0315069 | APRIL 2006    | 2006 | 4/24/2006 | \$1,820.64   |

|           |           |      |           |                |
|-----------|-----------|------|-----------|----------------|
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$209,251.80   |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$124,113.50   |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$2,892.48     |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$1,857.51     |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$7,729.81     |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$24,812.99    |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$3,086.05     |
| FA0315069 | MAY 2006  | 2006 | 5/12/2006 | \$30.00        |
| FA0315069 | MAY 2006  | 2006 | 5/17/2006 | \$1,292.00     |
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| FA0315069 | JUNE 2006 | 2006 | 6/12/2006 | \$53,589.25    |
| FA0315069 | JUNE 2006 | 2006 | 6/12/2006 | \$80,027.76    |
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| FA0315069 | JUNE 2006 | 2006 | 6/12/2006 | \$141,359.69   |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$909,700.75   |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$124,113.50   |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$53,589.25    |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$2,174.17     |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$1,842.46     |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$13,552.00    |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$75,165.63    |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$3,956.28     |
| FA0315069 | JUNE 2006 | 2006 | 6/14/2006 | \$975.00       |
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| FA0315069 | MAY 2006  | 2006 | 6/13/2006 | (\$815,000.00) |
| FA0315069 | JUNE 2006 | 2006 | 6/20/2006 | \$78,991.96    |
| FA0315069 | JUNE 2006 | 2006 | 7/5/2006  | \$909,700.75   |
| FA0315069 | JUNE 2006 | 2006 | 7/5/2006  | \$124,113.50   |
| FA0315069 | JUNE 2006 | 2006 | 7/5/2006  | \$53,589.25    |

|              |                |      |           |                        |
|--------------|----------------|------|-----------|------------------------|
| FA0315069    | JUNE 2006      | 2006 | 7/5/2006  | \$788.64               |
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| FA0315069    | JUNE 2006      | 2006 | 7/5/2006  | \$260.00               |
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| FA0315069    | JUNE 2006      | 2006 | 7/7/2006  | \$84,077.42            |
| FA0315069    | JUNE 2006      | 2006 | 7/7/2006  | \$330.00               |
| FA0315069    | JUNE 2006      | 2006 | 7/7/2006  | \$3,700.12             |
| FA0315069    | JUNE 2006      | 2006 | 7/6/2006  | \$130,275.12           |
| FA0315069    | JUNE 2006      | 2006 | 7/12/2006 | (\$48,345.38)          |
| FA0315069    | JUNE 2006      | 2006 | 7/24/2006 | \$2,007,246.96         |
| FA0315069    | AUGUST 2005    | 2006 | 8/5/2005  | \$0.00                 |
| FA0315069    | MAY 2006       | 2006 | 5/12/2006 | \$700,448.95           |
| FA0315069    | JUNE 2006      | 2006 | 7/24/2006 | \$0.00                 |
| FA0315069    | SEPTEMBER 2006 | 2006 | 9/11/2006 | \$1,974,988.58         |
| FA0315069    | DECEMBER 2006  | 2006 | 12/8/2006 | \$32,258.38            |
| <b>Total</b> |                |      |           | <b>\$21,423,197.82</b> |

End FY106

# Refdoc Activity search

REPORT FILTER:

{{Document Number} (ID) = "FA0315069"} And {{Effective Year} = 2007 or 2008}

Page by:

Department: 318:TENNCARE  
 Division: 65:TENNCARE ADMINISTRATION  
 Funding Year: 2007

| Document Number | Effective Month | Cost Center | Funding Year | Transaction All* Date | Document Payment Amount |
|-----------------|-----------------|-------------|--------------|-----------------------|-------------------------|
| FA0315069       | JULY 2006       |             | 2007         | 8/7/2006              | \$0.00                  |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/17/2006             | \$1,829.71              |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/17/2006             | \$3,149.81              |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$1,550.05              |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$901,066.75            |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$131,187.33            |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$56,784.25             |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$1,748.64              |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$9,275.76              |
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| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$489.00                |
| FA0315069       | AUGUST 2006     |             | 2007         | 8/16/2006             | \$3,086.05              |
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| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$901,066.75            |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$131,187.33            |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$56,784.25             |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$1,246.42              |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$1,830.30              |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$11,593.41             |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$261,050.70            |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$26,148.00             |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$73,762.78             |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$1,695.29              |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$5,091.00              |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$30.00                 |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/11/2006             | \$3,086.05              |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/15/2006             | \$75,000.00             |
| FA0315069       | SEPTEMBER 2006  |             | 2007         | 9/15/2006             | \$294,117.05            |
| FA0315069       | OCTOBER 2006    |             | 2007         | 10/13/2006            | \$901,066.75            |
| FA0315069       | OCTOBER 2006    |             | 2007         | 10/13/2006            | \$131,187.33            |
| FA0315069       | OCTOBER 2006    |             | 2007         | 10/13/2006            | \$56,784.25             |
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|-----------|---------------|------|------------|--------------|
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| FA0315069 | DECEMBER 2006 | 2007 | 12/5/2006  | \$13,552.00  |
| FA0315069 | DECEMBER 2006 | 2007 | 12/5/2006  | \$3,086.05   |
| FA0315069 | DECEMBER 2006 | 2007 | 12/5/2006  | \$903.00     |
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| FA0315069 | DECEMBER 2006 | 2007 | 12/8/2006  | \$263,423.11 |
| FA0315069 | DECEMBER 2006 | 2007 | 12/20/2006 | \$815,000.00 |
| FA0315069 | JANUARY 2007  | 2007 | 1/8/2007   | \$0.00       |
| FA0315069 | JANUARY 2007  | 2007 | 1/8/2007   | \$0.00       |
| FA0315069 | JANUARY 2007  | 2007 | 1/8/2007   | \$0.00       |
| FA0315069 | JANUARY 2007  | 2007 | 1/10/2007  | \$815,000.00 |
| FA0315069 | JANUARY 2007  | 2007 | 1/10/2007  | \$901,066.75 |
| FA0315069 | JANUARY 2007  | 2007 | 1/10/2007  | \$131,187.33 |
| FA0315069 | JANUARY 2007  | 2007 | 1/10/2007  | \$56,784.25  |
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|           |               |      |           |              |
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| FA0315069 | JANUARY 2007  | 2007 | 1/8/2007  | \$0.00       |
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| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$27,700.00  |
| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$29,600.00  |
| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$1,515.81   |
| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$3,086.05   |
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| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$26,935.65  |
| FA0315069 | MARCH 2007    | 2007 | 3/22/2007 | \$369,523.20 |
| FA0315069 | MARCH 2007    | 2007 | 3/26/2007 | \$1,812.08   |
| FA0315069 | MARCH 2007    | 2007 | 3/26/2007 | \$160,717.48 |
| FA0315069 | APRIL 2007    | 2007 | 4/17/2007 | \$539,577.25 |
| FA0315069 | APRIL 2007    | 2007 | 4/17/2007 | \$56,784.25  |
| FA0315069 | APRIL 2007    | 2007 | 4/17/2007 | \$1,275.29   |
| FA0315069 | APRIL 2007    | 2007 | 4/17/2007 | \$1,826.95   |
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| FA0315069 | APRIL 2007    | 2007 | 4/17/2007 | \$3,086.05   |

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|-----------|--------------|------|-----------|----------------|
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| FA0315069 | MAY 2007     | 2007 | 5/29/2007 | \$328,497.35   |
| FA0315069 | MAY 2007     | 2007 | 5/29/2007 | \$373,700.00   |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$901,066.75   |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$56,784.25    |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$27,700.00    |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$29,600.00    |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$1,583.27     |
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| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$21,257.46    |
| FA0315069 | JUNE 2007    | 2007 | 6/25/2007 | \$395,080.23   |
| FA0315069 | JUNE 2007    | 2007 | 6/28/2007 | \$30,585.30    |
| FA0315069 | JUNE 2007    | 2007 | 7/23/2007 | \$1,307,834.50 |
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| FA0315069 | JANUARY 2007 | 2007 | 1/8/2007  | \$0.00         |
| FA0315069 | MARCH 2007   | 2007 | 3/22/2007 | \$190,196.43   |
| FA0315069 | APRIL 2007   | 2007 | 4/17/2007 | \$361,489.50   |
| FA0315069 | APRIL 2007   | 2007 | 4/24/2007 | \$3,738.13     |
| FA0315069 | APRIL 2007   | 2007 | 4/24/2007 | \$247,600.00   |
| FA0315069 | APRIL 2007   | 2007 | 4/24/2007 | \$52,513.65    |

|              |             |      |           |                        |
|--------------|-------------|------|-----------|------------------------|
| FA0315069    | JUNE 2007   | 2007 | 6/25/2007 | \$410,228.57           |
| FA0315069    | JUNE 2007   | 2007 | 7/23/2007 | \$236,975.91           |
| FA0315069    | JUNE 2007   | 2007 | 7/23/2007 | \$0.00                 |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$901,066.75           |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$56,784.25            |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$27,700.00            |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$29,600.00            |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$2,066.39             |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$1,840.35             |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$3,086.05             |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$235.00               |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$48,479.80            |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$236,975.91           |
| FA0315069    | JUNE 2007   | 2007 | 7/23/2007 | \$0.00                 |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$236,975.91           |
| FA0315069    | JUNE 2007   | 2007 | 7/25/2007 | \$0.00                 |
| FA0315069    | AUGUST 2007 | 2007 | 8/7/2007  | \$177,548.78           |
| <b>Total</b> |             |      |           | <b>\$23,833,769.19</b> |

End FY'07

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| Invoice Date | Effective Year | Reference Document |    | ELECTRONIC DATA SYSTEMS CORPORATION |                    |
|--------------|----------------|--------------------|----|-------------------------------------|--------------------|
|              |                |                    |    | Expenditures                        | Total Expenditures |
| 7/27/2007    | 2008           | FA0315069          | 02 | 1,251.87                            | 1,251.87           |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 1,847.54                            | 1,847.54           |
|              |                | FA0315069          | 02 | 907.00                              | 907.00             |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 04 | 20,935.76                           | 20,935.76          |
|              |                | FA0315069          | 02 | 9,784.24                            | 9,784.24           |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 70,163.16                           | 70,163.16          |
| 7/31/2007    | 2008           | FA0315069          | 02 | 10,900.26                           | 10,900.26          |
| 8/2/2007     | 2008           | FA0315069          | 04 | 402,049.09                          | 402,049.09         |
|              |                | FA0315069          | 04 | 200,841.58                          | 200,841.58         |
|              |                | FA0315069          | 03 | 276,425.00                          | 276,425.00         |
|              |                | FA0315069          | 02 | 11,753.23                           | 11,753.23          |
| 8/29/2007    | 2008           | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 33,250.80                           | 33,250.80          |
|              |                | FA0315069          | 02 | 9,832.31                            | 9,832.31           |
|              |                | FA0315069          | 02 | 1,842.23                            | 1,842.23           |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 1,330.00                            | 1,330.00           |
|              |                | FA0315069          | 02 | 2,106.95                            | 2,106.95           |
|              |                | FA0315069          | 02 | 30,000.00                           | 30,000.00          |
| 9/6/2007     | 2008           | FA0315069          | 02 | 17,500.00                           | 17,500.00          |
|              |                | FA0315069          | 02 | 7,744.10                            | 7,744.10           |
|              |                | FA0315069          | 02 | 488,479.00                          | 488,479.00         |
| 9/28/2007    | 2008           | FA0315069          | 03 | 188,714.87                          | 188,714.87         |
|              |                | FA0315069          | 03 | 265,503.57                          | 265,503.57         |
| 9/28/2007    | 2008           | FA0315069          | 02 | 364,589.06                          | 364,589.06         |
| 10/3/2007    | 2008           | FA0315069          | 02 | 379,584.22                          | 379,584.22         |
|              |                | FA0315069          | 03 | 226,505.00                          | 226,505.00         |
| 10/31/2007   | 2008           | FA0315069          | 02 | 22,144.98                           | 22,144.98          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 4,012.25                            | 4,012.25           |
|              |                | FA0315069          | 02 | 1,853.68                            | 1,853.68           |
|              |                | FA0315069          | 02 | 1,512.68                            | 1,512.68           |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |

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| Invoice Date | Effective Year | Reference Document |    | ELECTRONIC DATA SYSTEMS CORPORATION |                    |
|--------------|----------------|--------------------|----|-------------------------------------|--------------------|
|              |                |                    |    | Expenditures                        | Total Expenditures |
| 10/31/2007   | 2008           | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 1,080.00                            | 1,080.00           |
|              |                | FA0315069          | 02 | 7,583.55                            | 7,583.55           |
|              |                | FA0315069          | 02 | 54,911.59                           | 54,911.59          |
| 11/6/2007    | 2008           | FA0315069          | 02 | 516,078.30                          | 516,078.30         |
|              |                | FA0315069          | 03 | 272,355.71                          | 272,355.71         |
|              |                | FA0315069          | 02 | 43,319.90                           | 43,319.90          |
| 11/30/2007   | 2008           | FA0315069          | 02 | 223,986.44                          | 223,986.44         |
|              |                | FA0315069          | 03 | 135,605.92                          | 135,605.92         |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 3,165.50                            | 3,165.50           |
|              |                | FA0315069          | 02 | 810,607.32                          | 810,607.32         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 2,734.00                            | 2,734.00           |
|              |                | FA0315069          | 02 | 1,385.42                            | 1,385.42           |
| 12/5/2007    | 2008           | FA0315069          | 02 | 1,655.21                            | 1,655.21           |
|              |                | FA0315069          | 03 | 262,402.14                          | 262,402.14         |
|              |                | FA0315069          | 02 | 442,343.09                          | 442,343.09         |
| 12/28/2007   | 2008           | FA0315069          | 02 | 29,510.65                           | 29,510.65          |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 2,176.16                            | 2,176.16           |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
| 1/4/2008     | 2008           | FA0315069          | 02 | 1,348.57                            | 1,348.57           |
|              |                | FA0315069          | 02 | 20,480.00                           | 20,480.00          |
|              |                | FA0315069          | 03 | 334,409.08                          | 334,409.08         |
| 1/31/2008    | 2008           | FA0315069          | 02 | 239,117.86                          | 239,117.86         |
|              |                | FA0315069          | 02 | 7,974.20                            | 7,974.20           |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 997.00                              | 997.00             |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
| 2/8/2008     | 2008           | FA0315069          | 02 | 3,691.96                            | 3,691.96           |
|              |                | FA0315069          | 02 | 1,838.46                            | 1,838.46           |
|              |                | FA0315069          | 03 | 136,566.30                          | 136,566.30         |
|              |                | FA0315069          | 03 | 228,146.55                          | 228,146.55         |
|              |                | FA0315069          | 03 | 540,874.49                          | 540,874.49         |
|              |                | FA0315069          | 02 |                                     |                    |

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| Invoice Date | Effective Year | Reference Document |    | ELECTRONIC DATA SYSTEMS CORPORATION |                    |
|--------------|----------------|--------------------|----|-------------------------------------|--------------------|
|              |                |                    |    | Expenditures                        | Total Expenditures |
| 2/8/2008     | 2008           | FA0315069          | 03 | 295,679.29                          | 295,679.29         |
|              |                | FA0315069          | 02 | 273,129.12                          | 273,129.12         |
| 2/28/2008    | 2008           | FA0315069          | 02 | 8,916.70                            | 8,916.70           |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 1,597.03                            | 1,597.03           |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 1,852.92                            | 1,852.92           |
|              |                | FA0315069          | 02 | 1,595.27                            | 1,595.27           |
| 3/6/2008     | 2008           | FA0315069          | 02 | 588,958.47                          | 588,958.47         |
|              |                | FA0315069          | 03 | 284,442.86                          | 284,442.86         |
| 3/31/2008    | 2008           | FA0315069          | 02 | 12,826.45                           | 12,826.45          |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 1,856.92                            | 1,856.92           |
|              |                | FA0315069          | 02 | 2,348.44                            | 2,348.44           |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 1,744.26                            | 1,744.26           |
| 4/8/2008     | 2008           | FA0315069          | 02 | 540,650.08                          | 540,650.08         |
|              |                | FA0315069          | 03 | 245,482.14                          | 245,482.14         |
| 4/25/2008    | 2008           | FA0315069          | 02 | 7,335.25                            | 7,335.25           |
|              |                | FA0315069          | 02 | 3,086.05                            | 3,086.05           |
|              |                | FA0315069          | 02 | 859.57                              | 859.57             |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |
|              |                | FA0315069          | 02 | 1,900.91                            | 1,900.91           |
|              |                | FA0315069          | 02 | 3,153.30                            | 3,153.30           |
| 4/30/2008    | 2008           | FA0315069          | 02 | 74,831.50                           | 74,831.50          |
|              |                | FA0315069          | 02 | 77,321.61                           | 77,321.61          |
|              |                | FA0315069          | 02 | 294,791.13                          | 294,791.13         |
| 5/6/2008     | 2008           | FA0315069          | 02 | 145,694.87                          | 145,694.87         |
|              |                | FA0315069          | 03 | 688,876.12                          | 688,876.12         |
| 5/29/2008    | 2008           | FA0315069          | 02 | 177,878.57                          | 177,878.57         |
|              |                | FA0315069          | 02 | 818,837.33                          | 818,837.33         |
|              |                | FA0315069          | 02 | 55,722.67                           | 55,722.67          |
|              |                | FA0315069          | 02 | 29,100.00                           | 29,100.00          |
|              |                | FA0315069          | 02 | 33,400.00                           | 33,400.00          |

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|--------------|----------------|--------------------|-------------------------------------|--------------------|-------------|
|              |                |                    | Expenditures                        | Total Expenditures |             |
| 5/29/2008    | 2008           | FA0315069          | 02                                  | 1,859.64           | 1,859.64    |
|              |                | FA0315069          | 02                                  | 2,002.40           | 2,002.40    |
|              |                | FA0315069          | 02                                  | 24,290.08          | 24,290.08   |
|              |                | FA0315069          | 02                                  | 7,785.70           | 7,785.70    |
|              |                | FA0315069          | 02                                  | 3,086.05           | 3,086.05    |
|              |                | FA0315069          | 02                                  | 1,917.00           | 1,917.00    |
|              |                | FA0315069          | 03                                  | 31,500.00          | 31,500.00   |
|              |                | FA0315069          | 03                                  | 388,500.00         | 388,500.00  |
|              |                | FA0315069          | 03                                  | 30,720.00          | 30,720.00   |
| 6/4/2008     | 2008           | FA0315069          | 02                                  | 763,233.44         | 763,233.44  |
| 9/28/2007    | 2008           | FA0315069          | 02                                  | 80.00              | 80.00       |
|              |                | FA0315069          | 02                                  | 55,722.67          | 55,722.67   |
|              |                | FA0315069          | 02                                  | 1,388.67           | 1,388.67    |
|              |                | FA0315069          | 02                                  | 1,496.83           | 1,496.83    |
|              |                | FA0315069          | 02                                  | 818,837.33         | 818,837.33  |
|              |                | FA0315069          | 02                                  | 33,400.00          | 33,400.00   |
|              |                | FA0315069          | 02                                  | 29,100.00          | 29,100.00   |
|              |                | FA0315069          | 02                                  | 12,775.75          | 12,775.75   |
| 8/29/2007    | 2008           | FA0315069          | 02                                  | (672.00)           | (672.00)    |
| 9/6/2007     | 2008           | FA0315069          | 02                                  | (828.24)           | (828.24)    |
| 10/31/2007   | 2008           | FA0315069          | 02                                  | (1,874.98)         | (1,874.98)  |
|              |                | FA0315069          | 02                                  | (31,733.08)        | (31,733.08) |
| 11/30/2007   | 2008           | FA0315069          | 02                                  | (53.55)            | (53.55)     |
| 5/31/2007    | 2008           | FA0315069          | 02                                  | 0.00               | 0.00        |
| 7/3/2007     | 2008           | FA0315069          | 05                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 04                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 06                                  | 0.00               | 0.00        |
| 7/27/2007    | 2008           | FA0315069          | 02                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00        |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00        |

| Invoice Date | Effective Year | Reference Document |    | ELECTRONIC DATA SYSTEMS CORPORATION |                    |
|--------------|----------------|--------------------|----|-------------------------------------|--------------------|
|              |                |                    |    | Expenditures                        | Total Expenditures |
| 7/27/2007    | 2008           | FA0315069          | 04 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
| 7/31/2007    | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
| 8/2/2007     | 2008           | FA0315069          | 04 | 0.00                                | 0.00               |
|              |                | FA0315069          | 04 | 0.00                                | 0.00               |
|              |                | FA0315069          | 03 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
| 8/29/2007    | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
| 9/6/2007     | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 03 | 0.00                                | 0.00               |
|              |                | FA0315069          | 03 | 0.00                                | 0.00               |
| 9/28/2007    | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
| 10/3/2007    | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 03 | 0.00                                | 0.00               |
| 10/31/2007   | 2008           | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |
|              |                | FA0315069          | 02 | 0.00                                | 0.00               |

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| Invoice Date | Effective Year | Reference Document | ELECTRONIC DATA SYSTEMS CORPORATION |                    |      |
|--------------|----------------|--------------------|-------------------------------------|--------------------|------|
|              |                |                    | N                                   |                    |      |
|              |                |                    | Expenditures                        | Total Expenditures |      |
| 10/31/2007   | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
| 11/6/2007    | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 03                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
| 11/30/2007   | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 03                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
| 12/5/2007    | 2008           | FA0315069          | 03                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
| 12/28/2007   | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 03                                  | 0.00               | 0.00 |
| 1/4/2008     | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 03                                  | 0.00               | 0.00 |
| 1/31/2008    | 2008           | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |
|              |                | FA0315069          | 02                                  | 0.00               | 0.00 |

\*\*\*\*\*FA0616366

| Invoice Date | Effective Year | Reference Document | ELECTRONIC DATA SYSTEMS CORPORATION |                    |
|--------------|----------------|--------------------|-------------------------------------|--------------------|
|              |                |                    | Expenditures                        | Total Expenditures |
| 2/8/2008     | 2008           | FA0315069 03       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
| 2/28/2008    | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
| 3/6/2008     | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
| 3/31/2008    | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
| 4/8/2008     | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
| 4/25/2008    | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 02       | 0.00                                | 0.00               |
| 4/30/2008    | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
| 5/6/2008     | 2008           | FA0315069 02       | 0.00                                | 0.00               |
|              |                | FA0315069 03       | 0.00                                | 0.00               |
| 5/29/2008    | 2008           | FA0315069 02       | 0.00                                | 0.00               |

\*\*\*\*\*FA0616366

| Invoice Date | Effective Year | Reference Document | ELECTRONIC DATA SYSTEMS CORPORATION |               | Total         |
|--------------|----------------|--------------------|-------------------------------------|---------------|---------------|
|              |                |                    | Expenditures                        | Expenditures  | Expenditures  |
| 5/29/2008    | 2008           | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 03                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
| 8/29/2007    | 2008           | FA0315069          | 02                                  | 0.00          | 0.00          |
| 9/6/2007     | 2008           | FA0315069          | 02                                  | 0.00          | 0.00          |
| 10/31/2007   | 2008           | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                | FA0315069          | 02                                  | 0.00          | 0.00          |
| 11/30/2007   | 2008           | FA0315069          | 02                                  | 0.00          | 0.00          |
|              |                |                    |                                     | 21,868,589.46 | 21,868,589.46 |

End  
FY '08

EDS  
FY09

| Reference Document |           |           |    | Expenditures |
|--------------------|-----------|-----------|----|--------------|
| CO1                | 081408CO1 | FA0315069 | 04 | 55,722.67    |
| CO1                | 081408CO1 | FA0315069 | 04 | 29,100.00    |
| CO1                | 081408CO1 | FA0315069 | 04 | 33,400.00    |
| CO1                | 081408CO1 | FA0315069 | 04 | 1,863.08     |
| CO1                | 081408CO1 | FA0315069 | 04 | 3,072.95     |
| CO1                | 081408CO1 | FA0315069 | 04 | 3,086.05     |
| CO1                | 081408CO1 | FA0315069 | 04 | 832.94       |
| CO1                | 081408CO1 | FA0315069 | 04 | 12,093.90    |
| CO1                | 081408CO1 | FA0315069 | 04 | 62,720.56    |
| CO1                | 081408CO1 | FA0315069 | 04 | 443,873.25   |
| CO1                | 081408CO1 | FA0315069 | 02 | 374,964.08   |
| CO1                | 081408CO1 | FA0315069 | 05 | 31,500.00    |
| CO1                | 081408CO1 | FA0315069 | 02 | 359,865.26   |
| CO1                | 081408CO1 | FA0315069 | 02 | 384,984.51   |
| CO1                | 082008CO1 | FA0315069 | 02 | 17,920.72    |
| CO1                | 082008CO1 | FA0315069 | 02 | 826,866.71   |
| CO1                | 082108CO1 | FA0315069 | 02 | 3,086.05     |
| CO1                | 082108CO1 | FA0315069 | 02 | 136,542.42   |
| CO1                | 082108CO1 | FA0315069 | 02 | 859,779.19   |
| CO1                | 082108CO1 | FA0315069 | 02 | 58,508.83    |
| CO1                | 082108CO1 | FA0315069 | 02 | 30,555.00    |
| CO1                | 082108CO1 | FA0315069 | 02 | 30,800.00    |
| CO1                | 082108CO1 | FA0315069 | 02 | 1,870.79     |
| CO1                | 082108CO1 | FA0315069 | 02 | 1,849.07     |
| CO2                | 082708CO1 | FA0315069 | 02 | 31,500.00    |
| CO2                | 082708CO1 | FA0315069 | 05 | 31,390.34    |
| CO2                | 082708CO1 | FA0315069 | 02 | 3,422.25     |
| CO2                | 082708CO1 | FA0315069 | 02 | 65,277.04    |
| CO2                | 082708CO1 | FA0315069 | 02 | 80,074.17    |
| CO2                | 082708CO1 | FA0315069 | 05 | 307,624.53   |
| CO1                | 091708CO1 | FA0315069 | 03 | 10,314.24    |
| CO1                | 091708CO1 | FA0315069 | 03 | 782,512.65   |
| CO1                | 091708CO1 | FA0315069 | 05 | 395,814.47   |
| CO1                | 091708CO1 | FA0315069 | 03 | 463,964.72   |
| CO1                | 091708CO1 | FA0315069 | 03 | 58,508.83    |
| CO1                | 091708CO1 | FA0315069 | 03 | 30,555.00    |
| CO1                | 091708CO1 | FA0315069 | 03 | 30,800.00    |
| CO1                | 091708CO1 | FA0315069 | 03 | 1,876.15     |
| CO1                | 091708CO1 | FA0315069 | 03 | 1,963.70     |
| CO1                | 091708CO1 | FA0315069 | 03 | 114,244.46   |
| CO1                | 091708CO1 | FA0315069 | 03 | 184,864.98   |
| CO1                | 091708CO1 | FA0315069 | 03 | 3,086.05     |
| CO1                | 091708CO1 | FA0315069 | 03 | 31,500.00    |
| CO1                | 091708CO1 | FA0315069 | 03 | 3,229.08     |
| CO1                | 092608CO1 | FA0315069 | 03 | 19,045.00    |
| CO1                | 110408CO1 | FA0315069 | 06 | 859,779.19   |
| CO1                | 110408CO1 | FA0315069 | 06 | 58,508.83    |
| CO1                | 110408CO1 | FA0315069 | 06 | 30,555.00    |
| CO1                | 110408CO1 | FA0315069 | 06 | 30,800.00    |
| CO1                | 110408CO1 | FA0315069 | 06 | 1,510.70     |
| CO1                | 110408CO1 | FA0315069 | 06 | 1,399.48     |

|              |           |           |    |                      |
|--------------|-----------|-----------|----|----------------------|
| CO1          | 110408CO1 | FA0315069 | 06 | 3,086.05             |
| CO1          | 110408CO1 | FA0315069 | 06 | 31,500.00            |
| CO1          | 110408CO1 | FA0315069 | 06 | 785,179.44           |
| CO1          | 110408CO1 | FA0315069 | 06 | 1,290.08             |
| CO1          | 110408CO1 | FA0315069 | 06 | 26,748.48            |
| CO1          | 110408CO1 | FA0315069 | 06 | 68,885.85            |
| CO2          | 112508CO1 | FA0315069 | 03 | 270,476.90           |
| CO2          | 112508CO1 | FA0315069 | 06 | 651,356.58           |
| CO2          | 112508CO1 | FA0315069 | 06 | 422,569.20           |
| CO2          | 112508CO1 | FA0315069 | 06 | 50,565.48            |
| CO2          | 112508CO1 | FA0315069 | 06 | 193,140.74           |
| CO2          | 112508CO1 | FA0315069 | 06 | 859,779.19           |
| CO2          | 112508CO1 | FA0315069 | 06 | 30,555.00            |
| CO2          | 112508CO1 | FA0315069 | 06 | 58,508.83            |
| CO2          | 112508CO1 | FA0315069 | 06 | 1,670.95             |
| CO2          | 112508CO1 | FA0315069 | 06 | 3,764.17             |
| CO2          | 112508CO1 | FA0315069 | 06 | 96,982.53            |
| CO2          | 112508CO1 | FA0315069 | 06 | 30,800.00            |
| CO2          | 112508CO1 | FA0315069 | 06 | 2,886.77             |
| CO2          | 112508CO1 | FA0315069 | 06 | 31,500.00            |
| CO2          | 112508CO1 | FA0315069 | 06 | 3,086.05             |
| CO1          | 121508CO1 | FA0315069 | 06 | 472,547.25           |
| CO1          | 121508CO1 | FA0315069 | 06 | 223,485.79           |
| CO1          | 121508CO1 | FA0315069 | 06 | 30,555.00            |
| CO1          | 121508CO1 | FA0315069 | 06 | 30,800.00            |
| CO1          | 121508CO1 | FA0315069 | 06 | 59,541.48            |
| CO1          | 121508CO1 | FA0315069 | 06 | 31,500.00            |
| CO1          | 121508CO1 | FA0315069 | 06 | 859,779.19           |
| CO1          | 121508CO1 | FA0315069 | 06 | 58,508.83            |
| CO1          | 121508CO1 | FA0315069 | 06 | 1,766.45             |
| CO1          | 121508CO1 | FA0315069 | 06 | 1,901.11             |
| CO1          | 121508CO1 | FA0315069 | 06 | 20,800.00            |
| CO1          | 121508CO1 | FA0315069 | 06 | 37,882.25            |
| CO1          | 121508CO1 | FA0315069 | 06 | 3,086.05             |
| CO1          | 121508CO1 | FA0315069 | 06 | 765.00               |
| CO1          | 121508CO1 | FA0315069 | 06 | 1,176.01             |
| <b>TOTAL</b> |           |           |    | <b>12,857,405.59</b> |

end FY '09

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration  
Date:

**EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                             |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------|
| 1) RFS #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 318.65-080                                                                                                  |                 |
| 2) State Agency Name :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Department of Finance and Administration, Bureau of TennCare                                                |                 |
| <b>EXISTING CONTRACT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                             |                 |
| 3) Service Caption :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Development, Implementation and Replacement of TennCare Management Information System                       |                 |
| 4) Contractor :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Electronic Data Systems Corporation and EDS Information Services, LLC                                       |                 |
| 5) Contract #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | FA-03-15069-00                                                                                              |                 |
| 6) Contract Start Date :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>FISCAL REVIEW</b>                                                                                        | August 12, 2002 |
| 7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | March 31, 2010                                                                                              |                 |
| 8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$128,173,649.35                                                                                            |                 |
| <b>PROPOSED AMENDMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                             |                 |
| 9) <u>Proposed</u> Amendment #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 8                                                                                                           |                 |
| 10) <u>Proposed</u> Amendment Effective Date :<br>(attached explanation required if date is < 60 days after F&A receipt)                                                                                                                                                                                                                                                                                                                                                                                                                                                          | March 31, 2009                                                                                              |                 |
| 11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | March 31, 2010                                                                                              |                 |
| 12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$135,506,845.35                                                                                            |                 |
| 13) Approval Criteria :<br>(select one)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> only one uniquely qualified service provider able to provide the service           |                 |
| 14) Description of the Proposed Amendment Effects & Any Additional Service :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                             |                 |
| <p>This amendment extends the current Facility Management of the TCMIS contract term for an additional three months to allow the new competitively identified contractor sufficient time to assume transition of services. These services include all of the daily operational components required to provide Medicare/Medicaid and Fee for service health care to the 1.1 million Tennessee residents enrolled in TennCare. The requested term extension and supporting funding is necessary to maintain these services to TennCare enrollees during this transition period.</p> |                                                                                                             |                 |

**15) Explanation of Need for the Proposed Amendment :**

The Bureau of TennCare released a Request for Proposal to identify a contractor to to assume TennCare Management Information System (TCMIS), with actual assumption of duties to begin January 1, 2009. Ultimately a new contractor was identified, however one of the unsuccessful proposers filed a protest with the State. This protest was determined to be unfounded, allowing TennCare to move forward with awarding the contract, however, the protest resulted in lengthy delays that prolonged the date that the new contractor will be transitioned into the system and capable of assuming full operational capabilities of TCMIS. As a result, the current contractor will need to continue in their role for an additional three months to totally allow for complete transition.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Electronic Data Systems Corporation and EDS Information Service, L.L.C. ("EIS"), 5400 Legacy Drive, Plan, Texas 75024

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology; N/A to THDA requests)

select one:

Documentation Not Applicable to this Request

X

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

X

Documentation Not Applicable to this Request

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

X

Documentation Not Applicable to this Request

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

The current TCMIS contract is a competitively awarded contract. This amendment extends term and provides funding for sufficient time to allow new competitively identified contractor to adequately assume all duties associated with TCMIS services.

**21) Justification for the Proposed Non-Competitive Amendment :**

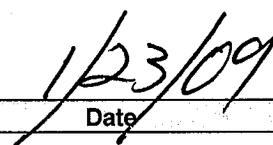
Electronic Data Systems is a competitively bid contract that is being replaced by new contractor. This amendment extends term for three months to allow new competitively identified contractor to assume all duties associated with TCMIS services. The Bureau of TennCare would appreciate favorable consideration by the Department of Finance and Administration.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature



Date

**C O N T R A C T S U M M A R Y S H E E T**

|                      |                                          |                         |                    |
|----------------------|------------------------------------------|-------------------------|--------------------|
| <b>RFS Number:</b>   | 318.65-080                               | <b>Contract Number:</b> | FA-03-15069-08     |
| <b>State Agency:</b> | Department of Finance and Administration | <b>Division:</b>        | Bureau of TennCare |

|                                                                                |  |                                         |              |
|--------------------------------------------------------------------------------|--|-----------------------------------------|--------------|
| <b>Contractor</b>                                                              |  | <b>Contractor Identification Number</b> |              |
| Electronic Data Systems Corporation and EDS Information Services, L.L.C. (EIS) |  | X V-<br>C-                              | 752548221 06 |

**Service Description**

Development, Implementation and Replacement TennCare Management Information System (TCMIS) –

|                            |  |                          |  |
|----------------------------|--|--------------------------|--|
| <b>Contract Begin Date</b> |  | <b>Contract End Date</b> |  |
| 08/12/2002                 |  | 03/31/09                 |  |

|                       |                    |                    |             |              |                   |                      |
|-----------------------|--------------------|--------------------|-------------|--------------|-------------------|----------------------|
| <b>Allotment Code</b> | <b>Cost Center</b> | <b>Object Code</b> | <b>Fund</b> | <b>Grant</b> | <b>Grant Code</b> | <b>Subgrant Code</b> |
| 318.65                | See Attached       | 083                | 11          | X on STARS   |                   |                      |

| FY            | State Funds            | Federal Funds           | Interdepartmental Funds | Other Funding | Total Contract Amount<br>(including ALL amendments) |
|---------------|------------------------|-------------------------|-------------------------|---------------|-----------------------------------------------------|
| 2003          | \$1,732,924.21         | \$15,596,317.85         |                         |               | \$17,329,242.06                                     |
| 2004          | \$2,774,088.71         | \$8,322,266.13          |                         |               | \$11,096,354.84                                     |
| 2005          | \$3,693,977.31         | \$11,081,931.93         |                         |               | \$14,775,909.24                                     |
| 2006          | \$4,678,875.48         | \$14,036,626.43         |                         |               | \$18,715,501.91                                     |
| 2007          | \$5,456,456.74         | \$17,278,779.69         |                         |               | \$22,735,236.43                                     |
| 2008          | \$5,664,215.77         | \$16,992,642.00         |                         |               | \$22,656,857.77                                     |
| 2009          | \$7,049,435.77         | \$21,148,307.33         |                         |               | \$28,197,743.10                                     |
| <b>Total:</b> | <b>\$31,049,973.99</b> | <b>\$104,456,871.36</b> |                         |               | <b>\$135,506,845.35</b>                             |

**CFDA #** 93.778 Dept. of Health & Human Services/Title XIX **Check the box ONLY if the answer is YES.**

|                                                                                     |                                            |                                                          |          |
|-------------------------------------------------------------------------------------|--------------------------------------------|----------------------------------------------------------|----------|
| <b>State Fiscal Contact</b>                                                         |                                            | <b>Is the Contractor a SUBRECIPIENT?</b> (per OMB A-133) |          |
| <b>Name:</b>                                                                        | <b>Scott Pierce</b>                        | <b>Is the Contractor a VENDOR?</b> (per OMB A-133)       | <b>X</b> |
| <b>Address:</b>                                                                     | <b>310 Great Circle Road Nashville, TN</b> | <b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>      |          |
| <b>Phone:</b>                                                                       | <b>(615) 507-6415</b>                      | <b>Is the Contractor on STARS?</b>                       | <b>X</b> |
| <b>Procuring Agency Budget Officer Approval Signature</b>                           |                                            | <b>Is the Contractor's FORM W-9 ATTACHED?</b>            |          |
|  |                                            | <b>Is the Contractors Form W-9 Filed with Accounts?</b>  | <b>X</b> |

**COMPLETE FOR ALL AMENDMENTS (only)** **Funding Certification**

|                   | Base Contract & Prior Amendments | This Amendment ONLY   | Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. |
|-------------------|----------------------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>END DATE →</b> | 03/31/2009                       | 06/30/2009            |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2003</b>   | \$17,329,242.06                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2004</b>   | \$11,096,354.84                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2005</b>   | \$14,775,909.24                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2006</b>   | \$18,715,501.91                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2007</b>   | \$22,735,236.43                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2008</b>   | \$22,656,857.77                  |                       |                                                                                                                                                                                                                                                                                                 |
| <b>FY: 2009</b>   | \$20,864,547.10                  | \$7,333,196.00        |                                                                                                                                                                                                                                                                                                 |
| <b>Total:</b>     | <b>\$128,173,649.35</b>          | <b>\$7,333,196.00</b> |                                                                                                                                                                                                                                                                                                 |

**C O N T R A C T   S U M M A R Y   S H E E T   S U P P L E M E N T**

|                        |                |
|------------------------|----------------|
| <b>Contract Number</b> | FA-03-15069-00 |
|------------------------|----------------|

|                    |      |
|--------------------|------|
| <b>Fiscal Year</b> | 2009 |
|--------------------|------|

| <b>Allotment Code</b> | <b>Cost Center</b> | <b>Object Code</b> | <b>Fund</b> | <b>Grant Code</b> | <b>Subgrant Code</b> | <b>CFDA #</b> | <b>Amount</b>   |                 |
|-----------------------|--------------------|--------------------|-------------|-------------------|----------------------|---------------|-----------------|-----------------|
|                       |                    |                    |             |                   |                      |               |                 |                 |
| <b>CURRENT</b>        |                    |                    |             |                   |                      |               |                 |                 |
| 318.65                | 181                | 083                | 11          |                   |                      | 93.778        | \$18,346,397.09 |                 |
|                       |                    |                    |             |                   |                      |               |                 |                 |
| 318.65                | 182                | 083                | 11          |                   |                      | 93.778        | \$2,518,150.01  |                 |
|                       |                    |                    |             |                   |                      |               |                 |                 |
| <b>NEW</b>            |                    |                    |             |                   |                      |               |                 |                 |
| 318.65                | 181                | 083                | 11          |                   |                      | 93.778        | \$7,333,196.00  |                 |
|                       |                    |                    |             |                   |                      |               |                 |                 |
|                       |                    |                    |             |                   |                      |               |                 |                 |
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|                       |                    |                    |             |                   |                      |               |                 |                 |
|                       |                    |                    |             |                   |                      |               |                 |                 |
| <b>TOTAL</b>          |                    |                    |             |                   |                      |               |                 | \$28,197,743.10 |

**AMENDMENT NO 8  
TO CONTRACT  
FA-03-15069-00  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
TENNCARE BUREAU  
AND  
Electronic Data Systems, L. L. C.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the **State** and Electronic Data Systems Corporation, L.L.C. (**As successor in interest to Electronic Data Systems Corporation and EDS Information Services, L.L.C.**) hereinafter referred to as the **Contractor** is hereby amended as follows:

**1. Amend Section B.1 of Contract by deleting it in its entirety and substituting with the following:**

B.1 Contract Term. This Contract shall be effective for the period commencing on August 12, 2002, and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**2. Amend Section C.1.1 of the Contract by deleting it in its entirety and substituting with the following:**

C.1.1. In no event shall the maximum liability of the State under this Contract, and any and all amendments thereto exceed One Hundred Thirty-Five Million, Five Hundred Six Thousand, Eight Hundred Forty-Five Dollars and Thirty-Five Cents (\$135,506,845.35) for professional services pursuant to this Contract (id.est., implementation Phase I, II and III, facilities manager services and maintenance staffing). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Services Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment of the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective March 31, 2009. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**ELECTRONIC DATA SYSTEMS, LLC**

**(As successor in interest to Electronic Data Systems Corporation and EDS Information Services, L.L.C.):**

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**Barbara Anderson**

**Date**

---

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**M.D. Goetz, Jr., Commissioner**

**Date**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

---

**M.D. Goetz, Jr., Commissioner**

**Date**

**COMPTROLLER OF THE TREASURY:**

---

**John G. Morgan, Comptroller of the Treasury**

**Date**



GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

Rep. Charles Curtiss, Chairman  
Representatives  
Curt Cobb Donna Rowland  
Curtis Johnson David Shepard  
Gerald McCormick Curry Todd  
Mary Pruitt Eddie Yokley  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*

Sen. Douglas Henry, Vice-Chairman  
Senators  
Bill Ketron Reginald Tate  
Doug Jackson Jamie Woodson  
Paul Stanley  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

MEMORANDUM

TO: The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee  
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: October 9, 2008

SUBJECT: Contract Comments  
(Contract Services Subcommittee Meeting 10/7)

CC  
BK

RFS# 318.65-080

Department: Finance & Administration/Bureau of TennCare

Contractor: Electronic Data Systems & EDS Information Systems

Summary: This vendor is responsible for the provision of the TennCare Management Information System (TCMIS). The proposed amendment extends the current contract for three additional months, through March 31, 2009, provides three options to extend for an additional year, and increases the maximum liability by \$15,078,531.

Maximum liability: \$113,095,118

Maximum liability w/amendment: \$128,173,649

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc: Mr. Darin Gordon, Deputy Commissioner  
Mr. Robert Barlow, Director, Office of Contracts Review

# REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance & Administration

Date:

**EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                             |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------|
| 1) RFS #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 318.65-080                                                                                                  |                   |
| 2) State Agency Name :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Department of Finance and Administration, Bureau of TennCare                                                |                   |
| <b>EXISTING CONTRACT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                             |                   |
| 3) Service Caption :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Development, Implementation and Replacement of TennCare Management Information System                       |                   |
| 4) Contractor :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Electronic Data Systems Corporation and EDS Information Services, LLC                                       |                   |
| 5) Contract #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | FA-03-15069-00                                                                                              |                   |
| 6) Contract Start Date :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                             | August 12, 2002   |
| 7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                             | December 31, 2008 |
| 8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                             | \$113,095,118.35  |
| <b>PROPOSED AMENDMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                             |                   |
| 9) <u>Proposed</u> Amendment #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                             | 7                 |
| 10) <u>Proposed</u> Amendment Effective Date :<br>(attached explanation required if date is < 60 days after F&A receipt)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                             | January 1, 2009   |
| 11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                             | March 31, 2009    |
| 12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                             | \$128,173,649.35  |
| 13) Approval Criteria :<br>(select one)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> use of Non-Competitive Negotiation is In the best interest of the state |                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> only one uniquely qualified service provider able to provide the service           |                   |
| 14) Description of the Proposed Amendment Effects & Any Additional Service :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                             |                   |
| <p>This amendment extends the current Facility Management of the TCMIS contract term for an additional three months to allow the new competitively identified contractor sufficient time to assume transition of services. These services include all of the daily operational components required to provide Medicare/Medicaid and Fee for service health care to the 1.1 million Tennessee residents enrolled in TennCare. The requested term extension and supporting funding is necessary to maintain these services to TennCare enrollees during this transition period.</p> |                                                                                                             |                   |

**15) Explanation of Need for the Proposed Amendment :**

The Bureau of TennCare released a Request for Proposal to identify a contractor to to assume TennCare Management Information System (TCMIS), with actual assumption of duties to begin January 1, 2009. Ultimately a new contractor was identified, however one of the unsuccessful proposers filed a protest with the State. This protest was determined to be unfounded, allowing TennCare to move forward with awarding the contract, however, the protest resulted in lengthy delays that prolonged the date that the new contractor will be transitioned into the system and capable of assuming full operational capabilities of TCMIS. As a result, the current contractor will need to continue in their role for an additional three months to totally allow for complete transition.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Electronic Data Systems Corporation and EDS Information Service, L.L.C. ("EIS"), 5400 Legacy Drive, Plan, Texas 75024

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology; N/A to THDA requests)

select one:

Documentation Not Applicable to this Request

X

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

Documentation Not Applicable to this Request

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

Documentation Not Applicable to this Request

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

The current TCMIS contract is a competitively awarded contract. This amendment extends term and provides funding for sufficient time to allow new competitively identified contractor to assume all duties associated with TCMIS services.

**21) Justification for the Proposed Non-Competitive Amendment :**

Electronic Data Systems is a competitively bid contract that is being replaced by new contractor. This amendment extends term for three months to allow new competitively identified contractor to assume all duties associated with TCMIS services. The Bureau of TennCare would appreciate favorable consideration by the Department of Finance and Administration.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

9/29/08

Date



# FAX/EMAIL TRANSMITTAL

## to Request OIR Procurement Endorsement

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

**FROM :** Alma Chilton, Director of Contracts FAX # 253-5414

**DATE :** September 25, 2008

**RFS #** 318.65-080

**RE :** Procurement Endorsement — Electronic Data Systems

**INFORMATION SYSTEMS PLAN PROJECT:** N/A

**NUMBER OF FAX PAGES (including cover):** N/A FOR EMAIL

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Alma Chilton at 507-6384.

**Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).**

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

**OIR Endorsement :**

*Mark Benzgel (gc)*

9/25/08

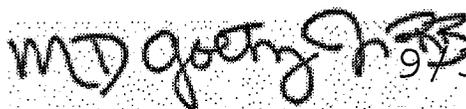
**OIR Chief Information Officer**

**Date**

**REQUEST: RULE EXCEPTION**

cy08-949

APPROVED


 9/30/08

Commissioner of Finance &amp; Administration

Date: September 30, 2008

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                               |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| RFS #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 318.65 — 080 — 09                                                                                                                                                                                                                                                                                                                             |  |  |
| <b>INFORMATION ABOUT THE EXCEPTION(S) REQUESTED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>SUBJECT RULE NUMBER(S)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                               |  |  |
| 0620-3-3-.07(5)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>DESCRIPTION OF EXCEPTION(S)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                               |  |  |
| The Department requests an exception to permit a seven (7) year contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>JUSTIFICATION</b> : (compelling rationale for and validation of rule exception request)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                               |  |  |
| The Bureau of TennCare released a Request for Proposal to identify a contractor to to assume TennCare Management Information System (TCMIS), with actual assumption of duties to begin January 1, 2009. Ultimately a new contractor was identified, however one of the unsuccessful proposers filed a protest with the State. This protest was determined to be unfounded, allowing TennCare to move forward with awarding the contract, however, the protest resulted in lengthy delays that prolonged the date that the new contractor will be transitioned into the system and capable of assuming full operational capabilities of TCMIS. As a result, the current contractor will need to continue in their role for an additional three months to totally allow for complete transition. |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>INFORMATION REGARDING THE APPLICABLE CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>CONTRACTOR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Electronic Data Systems Corporation and EDS Information Service, LLC ("EIS")                                                                                                                                                                                                                                                                  |  |  |
| <b>SERVICE INVOLVED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The original competitive contract is for Development, Implementation and Replacement of the TennCare Management Information System (TCMIS). These services include all of the daily operational components required to provide Medicare/Medicaid and Fee for service health care to the 1.1 million Tennessee residents enrolled in TennCare. |  |  |
| <b>BEGIN DATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | August 12, 2002                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>END DATE</b> (including ALL options for term extension)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | March 31, 2009                                                                                                                                                                                                                                                                                                                                |  |  |
| <b>MAXIMUM LIABILITY</b> (including ALL options for term extension)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$128,173,649.35                                                                                                                                                                                                                                                                                                                              |  |  |
| <b>AGENCY HEAD REQUEST SIGNATURE</b><br>(signed by the procuring agency head or authorized signatory)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                           |  |  |
| <b>SIGNATURE DATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 9/26/08                                                                                                                                                                                                                                                                                                                                       |  |  |

|                                                 |
|-------------------------------------------------|
| <b>OCR</b><br><b>9/26/08</b><br><b>RECEIVED</b> |
|-------------------------------------------------|