



March 29, 2019

Mrs. Krista Lee Carsner, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN 37243

RE: Cognosante Consulting LLC. – Amendment #5
DXC Technology Services, LLC. – Amendment #5
Keystone Peer Review Organization, Inc. (KEPRO) – Amendment #5
KPMG LLP. – Amendment #2

Dear Mrs. Lee Carsner:

The Department of Finance and Administration, Division of TennCare, is submitting for consideration by the Fiscal Review Committee the following four (4) amendments and all required documentation and approvals.

- 1) **Cognosante Consulting LLC.:** The Department of Finance and Administration, Division of TennCare, is requesting approval to extend the current competitively procured Cognosante contract for an additional sixty-six (66) months beyond the current contract term of seventy-two (72) months, which will make the entire contract term one hundred and thirty-eight (138) months. CMS (Our Federal Partner) has provided guidance encouraging states to modularize their Medicaid Management Information System (MMIS), by breaking them down into smaller components or “modules” to encourage more marketplace competition. Each module will be certified using the CMS MECT 2.3 tool kit, which outlines increased responsibilities for Independent Validation and Verification (IV&V) services (obtained through Cognosante). This extension also aligns with federal enhanced funding requirements to advance the capability level of the MITA 3.0 Maturity Module Framework through key projects such as: Identity Access Management, Master Data Management, Payment Reform Reporting, further modularization of targeted MMIS functionality, and Service-Oriented Architecture enablement for MMIS. This extension will also allow IV&V oversight for federal mandates, such as the Pharmacy System, Provider Management System, future Data Warehouse and Core MMIS projects, and continuation of MMIS Operations projects.

TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing IV&V contract by adding sixty-six (66) months to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the Technical Advisory and DXC contracts. This will ensure consistency in the governance, oversight, and execution of the Medicaid Enterprise Modernization projects, and align with the recommendation of CMS.

- 2) **DXC Technology Services, LLC.:** The Department of Finance and Administration, Division of TennCare, is requesting approval to extend the current competitively procured DXC contract for an additional thirty-six (36) months beyond the current contract term of one

hundred and fifty six (156) months, which will make the entire contract term one hundred and ninety two (192) months. This contract with DXC Technology Services is for the operations, management, and enhancement of the TennCare Management Information System. It is being amended to continue system management, as well as provide new enhancements and projects, and to provide funding to support the term extension of the contract. TennCare's Medicaid Management Information System (TCMIS) manages claims, encounter, provider, enrollment, and other functions for 1.5 million Tennesseans. The DXC contract was competitively procured in State Fiscal Year 2010.

TennCare recently completed a number of enhancements to the TCMIS to improve functionality, performance and extend the life of the system. Procurement and transition of a new TCMIS contract is a time-consuming and costly process. This activity was previously deferred to enable TennCare to concentrate its resources on the implementation of the TennCare Eligibility Determination System (TEDS) and other strategic HITECH initiatives. This extension will give TennCare the ability to continue further modularization of the TCMIS. CMS (Our Federal Partner) is encouraging states to modularize their systems by breaking the functions down into smaller components or "modules" to encourage more marketplace competition. The extension also aligns with federal enhanced funding requirements to advance the capability level of the MITA 3.0 Maturity Module Framework through projects such as cyber-security transformation and privileged access management, continued integration with Identity and Access Management for the TCMIS, standardized Managed File Transfer, enhanced Test Data Management, and further service-oriented architecture enablement for modularity transition. It also supports federal mandates, such as the Transformed Medicaid Statistical Information System (T-MSIS) version 2.0 and continuing phases of CAQH core projects. These mandates began implementation during the current contract and completion will be accomplished during the expansion.

TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. TennCare has received preliminary approval from CMS for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing DXC contract by adding thirty-six (36) months to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the Technical Advisory and DXC contracts. This will ensure consistency in the governance, oversight, and execution of the Medicaid Enterprise Modernization projects, and align with the recommendation of CMS.

- 3) **Keystone Peer Review Organization, Inc. (KEPRO):** TennCare Medical Appeals is requesting an extension of the KEPRO medical contract through January 14, 2021 as Medical Appeals transitions to a new appeals tracking system. KEPRO provides technical & software support, reporting services, quality assurance, medical reviews and medical witnesses for TennCare medical service appeals hearings. The technical and service support is for the ProLaw appeals tracking system. We are in the process of procuring a new appeals tracking system that will not be complete until early 2020 at the earliest. Medical appeals will need KEPRO's continued support for ProLaw prior to and after go live with the new tracking system in 2020 because issues and appeals that are opened in Prolaw prior to go live with the new system will remain housed in Prolaw until resolution of the appeal/issue. This transition of cases will take at least six months, lasting well into 2020. Extension of the KEPRO contract is essential to maintain business continuity and to ensure a smooth transition from Prolaw to a

replacement system.

- 4) **KPMG LLP.:** TennCare's contract with KPMG is for Technical Advisory Services (TAS) to support the Medicaid Modernization Program (MMP). In this role, the TAS team develops the framework for the successful management and implementation of each project, initiates and completes a series of crucial start-up activities and deliverables, and provides services to assist the State in completing the MMP projects. This contract is being amended to continue TAS support through the current TennCare Eligibility Determination System (TEDS) implementation, enhancements in the Operations and Maintenance Phase, and support the continued modularization of the Medicaid Enterprise through the transformation of the Medicaid Management Information System (MMIS) project.

Eligibility & Enrollment Projects – TAS functions as a key partner supporting the Tennessee Eligibility Determination System (TEDS) project. Critical TAS project support in this area includes TEDS architecture and business analyst support, testing support, and information security and privacy support. Such support is key to obtaining final CMS (Our Federal Partner) sign off for the system. Additionally, continuation of the TAS contract will allow a successful transition to the Operations and Enhancements phases of TEDS due to KPMG's familiarity with the system, and allow the State to enough time to initiate the transition process associated with the procurement of a new TAS vendor.

TennCare has received preliminary approval from CMS (Our Federal Partner) for their Medicaid Modernization Strategic Plan which is scheduled for completion in SFY 2025. This request extends the existing TAS contract to align with complementation of the Medicaid Modernization projects, including CMS Certification, and term of the IV&V and DXC contracts. The Division of TennCare's plans to evaluate the current Medicaid Enterprise, launch the procurement process for the appropriate module(s), and provide consistent TAS and SPMO support for Medicaid Modernization implementation activities. This recommendation will result in a revised contract end date of December 31, 2024, as requested in the subsequent Contract Amendment Request and submitted Rule Exception Request. The Division of TennCare respectfully requests approval of this Amendment Request.

Sincerely,



William Aaron
Chief Financial Officer

cc: Gabe Roberts, Deputy Commissioner

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31865-00350	
1. Procuring Agency	Department of Finance and Administration, Division of TennCare	
2. Contractor	Keystone Peer Review Organization, Inc. (KEPRO)	
3. Edison contract ID #	34597	
4. Proposed amendment #	5	
5. Contract's Original Effective Date	January 15, 2013	
6. Current end date	January 14, 2020	
7. Proposed end date	January 14, 2021	
8. Current Maximum Liability or Estimated Liability	\$ 70,678,224.00	
9. Proposed Maximum Liability or Estimated Liability	\$75,678,224.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – <i>information technology service (N/A to THDA)</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – <i>health-related professional, pharmaceutical, laboratory, or imaging</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – <i>state employee training service</i>	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>TennCare Medical Appeals is requesting an extension of the KEPRO medical contract through January 14, 2021 as Medical Appeals transitions to a new appeals tracking system. KEPRO provides technical & software support, reporting services, quality assurance, medical reviews and medical witnesses for TennCare medical service appeals hearings. The technical and service support is for the ProLaw appeals tracking system. We are in the process of procuring a new appeals tracking system that will not be complete until early 2020 at the earliest. Medical appeals will need KEPRO's continued support for ProLaw prior to and after go live with the new tracking system in 2020 because issues and appeals that are opened in Prolaw prior to go live with the new system will remain housed in Prolaw until resolution of the</p>	

Agency request tracking #	31865-00350
appeal/issue. This transition of cases will take at least six months, lasting well into 2020. Extension of the KEPRO contract is essential to maintain business continuity and to ensure a smooth transition from Prolaw to a replacement system.	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract. No change in scope.	
Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00350	Edison ID 34597	Contract #	Amendment # 05		
Contractor Legal Entity Name Keystone Peer Review Organization, Inc. (KEPRO)			Edison Vendor ID 0000013433		
Amendment Purpose & Effect(s) Extending Term and Increasing Maximum Liability					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input type="checkbox"/> NO		End Date: January 14, 2021			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$1,675,660.00	\$1,675,660.00			\$3,351,320.00
2014	\$3,921,032.50	\$3,921,032.50			\$7,842,065.00
2015	\$3,974,963.50	\$3,974,963.50			\$7,949,927.00
2016	\$4,964,400.00	\$4,964,400.00			\$9,928,800.00
2017	\$6,025,056.00	\$6,025,056.00			\$12,050,112.00
2018	\$5,050,000.00	\$5,050,000.00			\$10,100,000.00
2019	\$4,750,000.00	\$4,750,000.00			\$9,500,000.00
2020	\$4,978,000.00	\$4,978,000.00			\$9,956,000.00
2021	\$2,500,000.00	\$2,500,000.00			\$5,000,000.00
TOTAL:	\$37,839,112.00	\$37,839,112.00			\$75,678,224.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT #5
TO CONTRACT 34597
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
KEYSTONE PEER REVIEW ORGANIZATION, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" and Keystone Peer Review Organization, Inc. (KEPRO), hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. and B.2. are deleted in their entirety and replaced with the following:

- B.1. This Contract shall be effective for the period beginning January 15, 2013, and ending on January 14, 2021. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than eight (8) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of a contract amendment. If a term extension necessitates additional funding beyond that which was included in the original Contract, an increase of the State's maximum liability will also be effected through contract amendment, and shall be based upon payment rates provided in the original Contract.

2. Contract section C.1 is deleted in its entirety and replaced with the following:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seventy Five Million Six Hundred Seventy Eight Thousand Two Hundred Twenty Four Dollars (\$75,678,224.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment 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 to 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 payment 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.

3. Contract section C.3 is deleted in its entirety and replaced with the following:

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates 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.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.

- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<u>SERVICE</u>	Completed Medical Necessity Reviews	<u>PAYMENT RATE</u>	<u>PAYMENT RATE **</u>
		01/15/2013-01/14/2016	01/15/2016 - 01/14/2021
Contractor Operations including Medical Necessity Reviews for Appeals	Up to and including 350 Medical Necessity reviews per month	<u>\$600.117.00</u> /Month	<u>\$646,026.00</u> /Month
Monthly Medical Necessity Review for Each Appeal over 350	Each Review over 350	<u>\$1,013.51</u> Each	<u>\$1,091.05</u> Each
Completion, approval and delivery of the requirement documents associated with an eligibility appeals tracking system separate from TEAMS (A.56).		\$29,989.00 (one Time Payment)	

The following payment rates apply to the Eligibility Determination Appeals Processes beginning September 1, 2013.

<u>SERVICE</u>	<u>PAYMENT RATE</u>	<u>PAYMENT RATE **</u>
	09/01/2013-01/14/2016	01/15/2016 - 01/14/2021
Monthly Eligibility Appeals Process and Monitoring (begin September 1, 2013)	<u>\$53,931.00</u> /Month	<u>\$58,057.00</u> /Month

**** Rates for extension should the contract be amended for term extension pursuant to Section B.2.**

A "month" shall be defined as a minimum of one hundred sixty (160) hours of service. The Contractor shall not bill more than the monthly rate even if the contractor works more than 160 hours in a calendar month. The Contractor shall not be compensated for travel time to the primary location of service provision. In addition to monthly rates specified above, medical appeals processed will constitute additional monthly rates as specified above based solely on volume and in accordance with amounts submitted in Cost Proposal.

The Contractor shall submit monthly invoices 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 invoiced.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

KEYSTONE PEER REVIEW ORGANIZATION, INC.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

STUART C. MCWHORTER:

STUART C. MCWHORTER, COMMISSIONER

DATE

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov. All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

<p>APPROVED</p> <hr/> <p>CHIEF PROCUREMENT OFFICER</p>	<p>APPROVED</p> <hr/> <p>COMPTROLLER OF THE TREASURY</p>
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Agency request tracking #	31865-00350
1. Procuring Agency	Department of Finance and Administration, Division of TennCare
2. Edison contract ID #	34597
3. Contractor or Grantee	Keystone Peer Review Organization, Inc. (KEPRO)
4. Contract’s Effective Date	January 15, 2013
5. Contract or grant contract’s Term (with ALL options to extend exercised)	96 months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 70,678,224.00
7. Citation and explanation of the rule(s) for which the exception is requested	Rule #0690-03-01-.14(2)(c) - requirement that any multi-year contract shall not be for a period longer than sixty (60) months unless approved by the Chief Procurement Officer (CPO) as being in the best interests of the State.
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	TennCare Medical Appeals is requesting an extension of the KEPRO medical contract through January 14, 2021 as Medical Appeals transitions to a new appeals tracking system.
9. Scope of Goods or Services Caption:	TennCare Member Appeals Process
10. Justification	TennCare Medical Appeals is requesting an extension of the KEPRO medical contract through January 14, 2021 as Medical Appeals transitions to a new appeals tracking system. KEPRO provides technical & software support, reporting services, quality assurance, medical reviews and medical witnesses for TennCare medical service appeals hearings. The technical and service support is for the ProLaw appeals tracking system. We are in the process of procuring a new appeals tracking system that will not be complete until early 2020 at the earliest. Medical appeals will need KEPRO’s continued support for ProLaw prior to and after go live with the new tracking system in 2020 because issues and appeals that are opened in ProLaw prior to go live with the new system will remain housed in ProLaw until resolution of the appeal/issue. This transition of cases will take at least six months,

lasting well into 2020. Extension of the KEPRO contract is essential to maintain business continuity and to ensure a smooth transition from Prolaw to a replacement system.

Signature of Agency head or designee and date

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Matt Brimm	*Contact Phone:	615-687-5811		
*Presenter's name(s):	William Aaron				
Edison Contract Number: <i>(if applicable)</i>	34597	RFS Number: <i>(if applicable)</i>	31865-00350		
*Original or Proposed Contract Begin Date:	January 15, 2013	*Current or Proposed End Date:	January 14, 2020		
Current Request Amendment Number: <i>(if applicable)</i>	5				
Proposed Amendment Effective Date: <i>(if applicable)</i>	July 1, 2019				
*Department Submitting:	Finance and Administration				
*Division:	Division of TennCare				
*Date Submitted:	March 29, 2019				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Keystone Peer Review Organization, Inc.				
*Current or Proposed Maximum Liability:	\$70,678,224.00				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2013	FY:2014	FY:2015	FY:2016	FY: 2017	FY: 2018
\$3,351,320.00	\$7,842,065.00	\$7,949,927.00	\$9,928,800.00	\$12,050,112.00	\$10,100,000,000
FY:2019	FY:2020				
\$11,931,000.00	\$7,525,000.00				
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2013	FY: 2014	FY: 2015	FY:2016	FY:2017	FY: 2018
\$3,300,643.50	\$7,745,781.55	\$8,064,453.63	\$9,928,760.01	\$10,979,140.95	\$10,581,998.75
FY: 2019					
\$6,514,232.40 (Expenditures through February 2019)					
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			N/A		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the			N/A		

Supplemental Documentation Required for
Fiscal Review Committee

carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding Source/Amount:			
State:	\$28,889,112.00	Federal:	\$28,889,112.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" 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 9/30/15		Term Extension for optional year and funding to support the extension.	
Amendment #2 10/31/15		Term Extension for optional year and funding to support the extension.	
Amendment #3 12/2017		Term Extension for optional year and funding to support the extension.	
Amendment #4 5/2018		Term Extension and Increased Maximum Liability	
Method of Original Award: <i>(if applicable)</i>		Request for Proposal (RFP)	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$21,789,909.00 Cost Proposal (for initial term)	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This contract was competitively procured and KePro had the highest combined score factoring experience and qualifications, technical response, and cost proposal.	
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.		No disciplinary actions identified.	

Supplemental Documentation Required for
Fiscal Review Committee

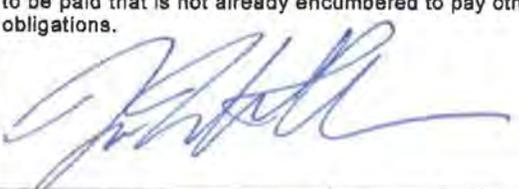
In addition, please provide any information regarding the due diligence that the Department has taken to ensure	TennCare googled this contractor and did not identify any illegal activity. Language in the contract requires
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Supplemental Documentation Required for
Fiscal Review Committee

that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.	immediate notification to the state regarding illegal activity or fraud if discovered during the term of this Contract.
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CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00350	Edison ID 34597	Contract #	Amendment # 04		
Contractor Legal Entity Name Keystone Peer Review Organization, Inc. (KEPRO)			Edison Vendor ID 00000013433		
Amendment Purpose & Effect(s) Extends Term and Increases Maximum Liability					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: January 14, 2020			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 12,900,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$1,675,660.00	\$1,675,660.00			\$3,351,320.00
2014	\$3,921,032.50	\$3,921,032.50			\$7,842,065.00
2015	\$3,974,963.50	\$3,974,963.50			\$7,949,927.00
2016	\$4,964,400.00	\$4,964,400.00			\$9,928,800.00
2017	\$6,025,056.00	\$6,025,056.00			\$12,050,112.00
2018	\$5,050,000.00	\$5,050,000.00			\$10,100,000.00
2019	\$5,965,500.00	\$5,965,500.00			\$11,931,000.00
2020	\$3,762,500.00	\$3,762,500.00			\$7,525,000.00
TOTAL:	\$35,339,112.00	\$35,339,112.00			\$70,678,224.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE</i>		
					
Speed Chart (optional) TN00000163		Account Code (optional) 70803000			

Keystone Peer Review Organization, Inc. (KEPRO)

Edison Contract ID: 34597

Vendor #: 0000013433

CONTRACT EXPENDITURES BY FISCAL YEAR

(Payment Detail Attached)

FY2013	\$3,300,643.50	
FY2014	\$7,745,781.55	
FY2015	\$8,064,453.63	
FY2016	\$9,928,760.01	
FY2017	\$10,979,140.95	
FY2018	\$10,581,998.75	
FY2019	<u>\$6,514,232.40</u>	(Expenditures through February 2019)
TOTAL	<u><u>\$57,115,010.79</u></u>	

*No Liquidated Damages have been assessed at this time.

KEPRO

Edison Contract ID: 34597

Vendor ID: 0000013433

FY 2013 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2013	31865	00664263	INV-0000008849	3/8/2013	\$300,058.50
2013	31865	00687216	INV-0000008898	4/17/2013	\$600,117.00
2013	31865	00687215	INV-0000008970	5/3/2013	\$600,117.00
2013	31865	00715727	INV-0000009026	6/7/2013	\$600,117.00
2013	31865	00722894	INV-0000009087	7/5/2013	\$600,117.00
2013	31865	00749913	INV-0000009146	8/8/2013	\$600,117.00

Total FY 2013:

\$3,300,643.50

FY 2014 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2014	31865	00768536	INV-0000009209	9/12/2013	\$600,117.00
2014	31865	00779406	INV-0000009261	10/4/2013	\$600,117.00
2014	31865	00790556	INV-0000009335	11/1/2013	\$654,048.00
2014	31865	00813449	INV-0000009388	12/10/2013	\$654,048.00
2014	31865	00821948	INV-0000009460	1/3/2014	\$654,048.00
2014	31865	00844444	INV-0000009488	2/6/2014	\$654,048.00
2014	31865	00868064	INV-0000009534	3/11/2014	\$654,048.00
2014	31865	00886245	INV-0000009602	4/9/2014	\$654,048.00
2014	31865	00903085	INV-0000009665	5/7/2014	\$654,048.00
2014	31865	00916717	INV-0000009739	6/5/2014	\$654,048.00
2014	31865	00937279	INV-0000009816	7/3/2014	\$659,115.55
2014	31865	00962913	INV-0000009882	8/6/2014	\$654,048.00

Total FY 2014:

\$7,745,781.55

Contract Expenditures by Fiscal Year (Continued)
 KEPRO - Edison #34597

FY 2015 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2015	31865	01000259	INV-0000010058	10/9/2014	\$654,048.00
2015	31865	01000268	INV-10105/10106	10/10/2014	\$690,534.36
2015	31865	01008283	INV-0000010160	10/31/2014	\$723,980.19
2015	31865	01036344	INV-0000010215	12/11/2014	\$712,831.58
2015	31865	01040446	INV-0000010305	12/30/2014	\$658,102.04
2015	31865	01055605	INV-0000010413	2/4/2015	\$695,601.91
2015	31865	01080008	INV-0000010482	3/6/2015	\$654,048.00
2015	31865	01099776	INV-0000010880	4/9/2015	\$654,048.00
2015	31865	01114996	INV-0000010975	5/1/2015	\$654,048.00
2015	31865	01126633	INV-0000011049	6/3/2015	\$654,048.00
2015	31865	01144880	INV-0000011150	7/3/2015	\$654,048.00
2015	31865	01169219	INV-0000011205	8/13/2015	\$659,115.55

Total FY 2015: \$8,064,453.63

FY 2016 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2016	31865	01192712	INV-0000011289	9/29/2015	\$672,291.18
2016	31865	01200086	INV-0000011485	10/7/2015	\$696,615.42
2016	31865	01211283	INV-0000011578	10/30/2015	\$855,320.19
2016	31865	01243369	INV-0000011857	12/23/2015	\$827,358.21
2016	31865	01243368	INV-0000011703	12/23/2015	\$938,844.31
2016	31865	01257010	INV-0000011975	2/3/2016	\$821,277.15
2016	31865	01269443	INV-0000012080	3/3/2016	\$715,070.15
2016	31865	01286805	INV-0000012206	3/31/2016	\$853,556.85
2016	31865	01307436	INV-0000012317	4/29/2016	\$912,473.55
2016	31865	01327327	INV-0000012379	5/27/2016	\$884,106.25
2016	31865	01361720	INV-0000012471	7/19/2016	\$836,100.05
2016	31865	01361718	INV-0000012590	7/29/2016	\$915,746.70

Total FY 2016: \$9,928,760.01

Contract Expenditures by Fiscal Year (Continued)
 KEPRO - Edison #34597

FY 2017 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2017	31865	01385037	INV-0000012705	9/2/2016	\$760,817.60
2017	31865	01392905	INV-0000012870	9/30/2016	\$948,478.20
2017	31865	01408222	INV-0000012997	10/28/2016	\$951,751.35
2017	31865	01436978	INV-0000013116	12/13/2016	\$924,475.10
2017	31865	01454917	INV-0000013215	1/9/2017	\$935,385.60
2017	31865	01458316	INV-0000013348	1/24/2017	\$938,658.75
2017	31865	01474800	INV-0000013457	3/2/2017	\$877,559.95
2017	31865	01487668	INV-0000013612	3/30/2017	\$866,649.45
2017	31865	01512477	INV-0000013723	4/28/2017	\$910,291.45
2017	31865	01527816	INV-0000013913	5/30/2017	\$865,558.40
2017	31865	01539569	INV-0000014004	6/30/2017	\$925,566.15
2017	31865	01558350	INV-0000014149	7/28/2017	\$1,073,948.95

Total FY 2017:

\$10,979,140.95

FY 2018 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2018	31865	01576448	INV-0000014232	8/30/2017	\$876,468.90
2018	31865	01591023	INV-0000014355	9/29/2017	\$902,654.10
2018	31865	01605196	INV-0000014431	10/30/2017	\$914,655.65
2018	31865	01623247	INV-0000014556	11/30/2017	\$1,107,771.50
2018	31865	01637215	INV-0000014634	12/29/2017	\$1,028,124.85
2018	31865	01654289	INV-0000014727	1/30/2018	\$981,209.70
2018	31865	01669280	INV-0000014849	3/2/2018	\$859,012.10
2018	31865	01681370	INV-0000014964	3/29/2018	\$726,995.05
2018	31865	01696314	INV-0000015068	4/30/2018	\$837,191.10
2018	31865	01713893	INV-0000015165	5/30/2018	\$776,092.30
2018	31865	01744253	INV-0000015240	7/13/2018	\$842,646.35
2018	31865	01744295	INV-0000015320	7/30/2018	\$729,177.15

Total FY 2018:

\$10,581,998.75

Contract Expenditures by Fiscal Year (Continued)
KEPRO - Edison #34597

FY 2019 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2019	31865	01757421	INV-0000015410	8/30/2018	\$825,189.55
2019	31865	01786789	INV-0000015526	10/16/2018	\$749,907.10
2019	31865	01786791	INV-0000015623	10/16/2018	\$805,550.65
2019	31865	01799658	INV-0000015711	11/30/2018	\$863,376.30
2019	31865	01815732	INV-0000015822	12/28/2018	\$913,564.60
2019	31865	01828000	INV-0000015953	1/30/2019	\$815,370.10
2019	31865	01844618	INV-0000016051	3/1/2019	\$773,910.20
2019	31865	Pending	INV-0000016160	Pending	\$767,363.90

Total FY 2019:

\$6,514,232.40