

EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2008-2009 PRICING

2008 - 2009 Pricing (July 1 2008 - Jun 30 2009)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant</i>	1920	\$114.45	\$ 219,744.00
<i>Deployment/Development/Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2008 - Jun 30 2009)			\$ 4,511,577.00

**EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2009-2010 PRICING**

2009 - 2010 Pricing (July 1 2009 - Jun 30 2010)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant Deployment\Development\Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2009 - Jun 30 2010)			\$ 4,511,577.00

**EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2010-2011 PRICING**

2010 - 2011 Pricing (July 1 2010 - Jun 30 2011)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant</i>	1920	\$114.45	\$ 219,744.00
<i>Deployment/Development/Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2010 - Jun 30 2011)			\$ 4,511,577.00

**EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2011-2012 PRICING**

2011 - 2012 Pricing (July 1 2011 - Jun 30 2012)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant</i>	1920	\$114.45	\$ 219,744.00
<i>Deployment/Development/Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2011 - Jun 30 2012)			\$ 4,511,577.00

EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2012-2013 PRICING

2012 - 2013 Pricing (July 1 2012 - Jun 30 2013)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant</i>	1920	\$114.45	\$ 219,744.00
<i>Deployment/Development/Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2012 - Jun 30 2013)			\$ 4,511,577.00

EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2013-2014 PRICING

2013 - 2014 Pricing (July 1 2013 - Jun 30 2014)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	1840	\$135.45	\$ 249,228.00
<i>Active Directory/Win2K Consultant</i>	1880	\$ 71.40	\$ 134,232.00
<i>Enterprise Server Specialist</i>	1920	\$ 71.40	\$ 137,088.00
<i>Systems Management Server Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Messaging Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Server Performance/Antivirus Consultant</i>	1920	\$ 71.40	\$ 137,088.00
<i>Server Performance/SQL Consultant</i>	1920	\$ 71.40	\$ 137,088.00
EMT TOTAL			\$ 1,170,750.00
ESF			
<i>Operations Architect</i>	1510	\$135.45	\$ 204,529.50
<i>Operations Manager</i>	1880	\$114.45	\$ 215,166.00
<i>Integration Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>Applications Performance Consultant</i>	1800	\$114.45	\$ 206,010.00
<i>Deployment Consultant</i>	1840	\$ 92.40	\$ 170,016.00
<i>Deployment Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Operational Automation Consultant</i>	1920	\$114.45	\$ 219,744.00
<i>Deployment\Development\Automation Consultant</i>	1485	\$ 92.40	\$ 137,214.00
<i>Integration / Clustering Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>SQL / Biztalk Consultant</i>	1920	\$ 92.40	\$ 177,408.00
<i>Deployment Manager</i>	1800	\$114.45	\$ 206,010.00
<i>Operational Support Consultant II</i>	1920	\$ 71.40	\$ 137,088.00
<i>Database Administrator</i>	1920	\$ 71.40	\$ 137,088.00
<i>Patch Management</i>	1920	\$ 71.40	\$ 137,088.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 2,428,177.50
TOT			
<i>SAN Consultant</i>	1800	\$ 92.40	\$ 166,320.00
<i>ESF Consultant TBD</i>	1920	\$ -	\$ -
<i>Network Engineer 1</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 2</i>	1855	\$135.45	\$ 251,259.75
<i>Network Engineer 3</i>	1800	\$135.45	\$ 243,810.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 912,649.50
TOTAL (Jul 1 2013 - Jun 30 2014)			\$ 4,511,577.00

EXHIBIT 21.03
CTC TIME AND MATERIALS SERVICES HOURLY RATES
2014-2014 PRICING

2014 - 2014 Pricing (Jul 01, 2014 – December 31, 2014)			
	Quantity Hours	Rate	Extended Price
EMT			
<i>Exchange Team Leader</i>	920	\$135.45	\$ 124,614.00
<i>Active Directory/Win2K Consultant</i>	940	\$ 71.40	\$ 67,116.00
<i>Enterprise Server Specialist</i>	960	\$ 71.40	\$ 68,544.00
<i>Systems Management Server Consultant</i>	920	\$ 92.40	\$ 85,008.00
<i>Messaging Consultant</i>	900	\$114.45	\$ 103,005.00
<i>Server Performance/Antivirus Consultant</i>	960	\$ 71.40	\$ 68,544.00
<i>Server Performance/SQL Consultant</i>	960	\$ 71.40	\$ 68,544.00
EMT TOTAL			\$ 585,375.00
ESF			
<i>Operations Architect</i>	755	\$135.45	\$ 102,264.75
<i>Operations Manager</i>	940	\$114.45	\$ 107,583.00
<i>Integration Consultant</i>	900	\$ 92.40	\$ 83,160.00
<i>Applications Performance Consultant</i>	900	\$114.45	\$ 103,005.00
<i>Deployment Consultant</i>	920	\$ 92.40	\$ 85,008.00
<i>Deployment Consultant II</i>	960	\$ 71.40	\$ 68,544.00
<i>Operational Automation Consultant</i>	960	\$114.45	\$ 109,872.00
<i>Deployment/Development/Automation Consultant</i>	743	\$ 92.40	\$ 68,653.20
<i>Integration / Clustering Consultant</i>	960	\$ 92.40	\$ 88,704.00
<i>SQL / Biztalk Consultant</i>	960	\$ 92.40	\$ 88,704.00
<i>Deployment Manager</i>	900	\$114.45	\$ 103,005.00
<i>Operational Support Consultant II</i>	960	\$ 71.40	\$ 68,544.00
<i>Database Administrator</i>	960	\$ 71.40	\$ 68,544.00
<i>Patch Management</i>	960	\$ 71.40	\$ 68,544.00
<i>Software Architect</i>	0	\$135.45	\$ -
<i>Application Developer I</i>	0	\$135.45	\$ -
<i>Application Developer II</i>	0	\$135.45	\$ -
<i>Integration Consultant II</i>	0	\$ 92.40	\$ -
<i>Client Services Manager</i>	0	\$135.45	\$ -
<i>Infrastructure Consultant</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant III</i>	0	\$ 92.40	\$ -
<i>Operational Support Consultant IV</i>	0	\$ 92.40	\$ -
<i>SLA Manager</i>	0	\$135.45	\$ -
ESF TOTAL			\$ 1,214,134.95
TOT			
<i>SAN Consultant</i>	900	\$ 92.40	\$ 83,160.00
<i>ESF Consultant TBD</i>	940	\$ -	\$ -
<i>Network Engineer 1</i>	928	\$135.45	\$ 125,697.60
<i>Network Engineer 2</i>	928	\$135.45	\$ 125,697.60
<i>Network Engineer 3</i>	900	\$135.45	\$ 121,905.00
<i>Network Engineer 4</i>	0	\$ 92.40	\$ -
TOT TOTAL			\$ 456,460.20
TOTAL (Jul 1 2014 – Dec 31 2014)			\$ 2,255,970.15

**EXHIBIT 22.02
INVOICE DETAIL**

	Change Order #	Effective Date

Background Information

Vendor shall provide to Commonwealth, on a monthly basis, an invoice in a Microsoft Excel and CSV file format (both containing the same data elements) to enable review and verification of the billing, payment to Vendor, and distribution of the subject costs to applicable Commonwealth Agencies. The Excel file will be utilized by the BIO-DPH staff to review and verify applicable monthly charges. Upon validation of monthly charges contained in the Excel file, the CSV file will be transmitted to the Office of Budget – Bureau of Management Information Services for processing and payment.

Excel File Format:

This file will be formatted to include a summary page listing Department Name and Number (departmental data should be presented in ascending department number order), Departmental Total, and Total Commonwealth Amount Payable. The subsequent pages shall include detail charges for each department. Vendor shall then convert the Excel File into the CSV file format.

CSV File Format:

This password protected CSV file will be accessible to the Commonwealth from the Vendor via an FTP Hotlink on the Internet. The record types included in the file provide for validation of the dollar amounts by summing a Commonwealth Agency's transaction records to the Commonwealth Agency total and by summing Commonwealth Agency totals to the Commonwealth total. In the event that a file is not in balance then file processing will be stopped and Vendor notified that a corrected file must be transmitted. The following CSV records describe the information needed by Commonwealth from Vendor, and can be changed at the Commonwealth's request to add or delete data elements.

Record Name: Standard Header

Field Names: Rec-Type, Transmitting-Agency, Transmitting-Ag-Phone, File-Label, File-Type, Create-Date, Filler

Record Name: Commonwealth Record

Field Names: Rec-Type, Vendor-ID-Num, Vendor-Name, Vendor-Name-cont'd, Vendor-Address1, Vendor-Address2, Vendor-City, Vendor-State, Vendor-Zip-Code, Contract-Number, Invoice-Number, Invoice-Date, Invoice-Total, Svc-Period-Start, Svc-Period-End, Filler

Record Name: Department Record

Field Names: Rec-Type, Department-Number, Department-Total, Filler

**EXHIBIT 22.02
INVOICE DETAIL**

Record Name: Transaction Record

Field Names: Rec-Type, Department-Number, Organization-Identifier, Organization-Description, Major-Cost-Category, Minor-Cost-Category, Alpha-Description, Charge-Amount, Filler

Record Name: Standard Trailer

Field Names: Rec-Type, Transmitting-Entity, File-Label, Rec-Count, Total-Amount, Filler

The following represents a breakdown of the Major-Cost-Categories contained in the Transaction Record:

- 100 = Contractual Obligations
- 200 = Special Fees
- 300 = Adjustments
- 400 = Facilities Management
- 500 = Withholding Fees

The following represents a breakdown of the Minor-Cost-Categories contained in the Transaction Record:

- 101 = Designated and Transition Fees
- 102 = Variable Services

- 201 = Additional Services
- 202 = Additional Transition Services
- 203 = Additional Disaster Recovery Services

- 301 = Service Level Credit
- 302 = Transition Failure Credit
- 303 = Fee Dispute
- 304 = Audit Overcharges
- 305 = Other Credits

- 401 = Facilities Lease Credit
- 402 = Administrative Cost Credit
- 403 = Miscellaneous Expenses

- 501 = 20% Transition Withholding Fee (Of Designated & Transition Fees Only)

**Exhibit 25.01
IRS Contract Language**

	Change Order #	Effective Date

This Exhibit 25.01 is only applicable with respect to federal income tax returns ("returns") and federal tax information and to information derived therefrom (collectively, "return information"). The following clauses are required by the Internal Revenue Service ("IRS") in all contracts for automated data processing services:

I. PERFORMANCE

✓ In performance of the Agreement, Vendor agrees to comply with and assume responsibility for compliance by Vendor's employees with the following requirements:

- (1) All Services will be done under the supervision of Vendor or Vendor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Disclosure to anyone other than an officer or employee of Vendor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) Vendor certifies that the data processed during the performance of the Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by Vendor at the time the work is completed. If immediate purging of all data storage components is not possible, Vendor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to Commonwealth or Commonwealth's designee. When this is not possible, Vendor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide Commonwealth or Commonwealth's designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet or exceed computer access protection controls - (C2). To meet C2

Exhibit 25.01
IRS Contract Language

requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available (object reuse, audit trail, identification, authentication, and discretionary access control) and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under the Agreement will be subcontracted without prior written approval of the IRS.

(8) Vendor will maintain a list of employees authorized to access returns and return information. Such list will be provided to Commonwealth and, upon request, to the IRS reviewing office.

(9) Vendor shall not have access to files, databases, datasets, or software applications that contain or manipulate Federal tax information received under the authority of the Internal Revenue Code § 6103(l)(7).

(10) Commonwealth will have the right to void the Agreement if Vendor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person also shall notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code ("IRC") sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person also shall notify each such officer and employee that any such unauthorized inspection or disclosure of

Exhibit 25.01
IRS Contract Language

returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon Vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Commonwealth records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION:

The IRS and Commonwealth shall have the right to send their officers and employees into the offices and plants of Vendor for inspection of the facilities and operations provided for the performance of any Services under the Agreement. On the basis of such inspection, specific measures may be required in cases where Vendor is found to be noncompliant with Agreement safeguards.

EXHIBIT 28.07
TERMINATION FEES

	Change Order #	Effective Date

Exhibit 28.07
TERMINATION FEES

An orderly transition in the event of termination of the Agreement is the objective of both parties. The purpose of establishing the termination fees in this Exhibit 28.07 ("Termination Fees") is to define those fees to be paid by Commonwealth to Vendor in the event the Agreement is terminated.

(a) Termination Fees are payable to Vendor by Commonwealth in the event the Agreement is terminated by Commonwealth for (1) convenience pursuant to Section 28.01 of the Agreement or (2) change in control pursuant to Section 28.02 of the Agreement at any time prior to expiration of the Outsource Term. In the case of termination of the Agreement pursuant to this Subsection (a), Commonwealth will pay to Vendor Termination Fees as listed in the Termination Schedule of this Exhibit 28.07 and representing the sum of the unamortized asset value of Vendor Machines and Vendor Software. In addition to these fees, Commonwealth will pay costs, hereafter referred to as Other Termination Costs, imposed on Vendor as a result of terminations listed in subsection (1) and (2) above. Such costs would include termination of Vendor's subcontracts in force at the time of termination, cost associated with termination of leases and agreements with other service providers, costs associated with facility turn over, and Human Resource cost associated with severance and relocation of staff.

(b) Termination Fees may be paid to Vendor by Commonwealth in the event the Agreement is terminated by Commonwealth for (1) default of Vendor pursuant to Section 28.03 of the Agreement, (2) critical failure of Vendor pursuant to Section 28.04 of the Agreement or (3) insolvency of Vendor pursuant to Section 28.05 of the Agreement at any time prior to expiration of the Outsource Term. In the case of termination of the Agreement pursuant to this Subsection (b), Commonwealth may, at its option, pay to Vendor the termination fee listed in the Termination Fee Schedule of this Exhibit 28.07, these fees representing the unamortized asset value of Vendor Machines and Vendor Software at time of termination.

(c) Upon payment of the applicable termination fee, Commonwealth may (1) take title to the Vendor Machines identified on Exhibit 3.09 (VM) and (2) license the Vendor Software identified on Exhibit 3.11 (VTPS) for the remainder of the term of the applicable license, in accordance with Section 28.06 of the Agreement.

(d) The termination fees assume that all Fees for Services rendered have been paid by Commonwealth to Vendor. Any Termination Assistance Services provided by Vendor to Commonwealth would be provided on a Time and Materials basis, as further provided in Article 30 of the Agreement.

(e) Commonwealth acknowledges that the termination schedules will be adjusted during the Outsource Term for the following reasons:

(1) Vendor may replace or upgrade Equipment, provided however, that any such replacement or upgrade shall be made by Vendor in accordance with the terms of Article 13 of the Agreement.

(2) Termination schedules will be adjusted or updated as a result of the implementation of Change Control Procedures.

In the event of termination of the Agreement prior to its expiration, Commonwealth may request an audit of the Termination Fees listed on the Termination Schedule, and Other Termination Costs as submitted by Vendor. Such audit will be conducted by an independent auditor selected by Vendor and subject to approval of Commonwealth. Such audit will be limited to records, materials and documentation supporting the Termination Schedule or Other Termination Costs submitted by Vendor. With respect the Termination Schedule, the independent auditor will provide Commonwealth summary information verifying that the inventory of Vendor Machines and Vendor Software represented in the Termination Schedule is accurate and is supported by assumable software licenses or financing agreements, executed copies of which also will be provided to Commonwealth. Such audit shall be conducted pursuant to Section 24 of the Agreement.

With respect to Other Termination Costs submitted by Vendor, the independent auditor will provide Commonwealth with summary information confirming that such costs contain no future profits, royalties, or income, and (ii) the costs submitted are accurate and directly related to cost imposed on the Vendor as a result of Commonwealth's termination of the Agreement.

