

**AMENDMENT TO
CONTRACTOR RISK AGREEMENT BETWEEN
THE STATE OF TENNESSEE, d.b.a. TENNCARE
AND
VOLUNTEER STATE HEALTH PLAN (VSHP)**

AMENDMENT NUMBER 5

CONTRACT NUMBER: FA-02-14859-05

For and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to clarify and/or amend the Amended and Restated Contractor Risk Agreement by and between the State of Tennessee TennCare Bureau, hereinafter referred to as TENNCARE, and Volunteer State Health Plan, Inc., hereinafter referred to as the CONTRACTOR, as follows:

Titles and numbering of paragraphs used herein are for the purpose of facilitating use of reference only and shall not be construed to infer a contractual construction of language.

1. Section 2-25 of the July 1, 2001 Amended and Restated Contractor Risk Agreement, as amended, shall be amended by numbering the existing last five paragraphs as sub-section a, updating the references thereto, and adding a new sub-section b which shall read as follows:

2-25.b. Payments to recipients under this Section 2-25.b shall not exceed \$48,000,000 for state fiscal year 2003. TENNCARE's total obligation to the CONTRACTOR under this Section 2-25.b shall not exceed \$48,979,592.

Graduate medical education payments will be made to: East Tennessee State University, Meharry Medical College, University of Tennessee at Memphis, and Vanderbilt University

Total dollars available for allocation are \$48,000,000. These funds will be allocated by dividing the total of the Primary Care Positions Allocation and the Total Filled Positions Allocation by 2. The Primary Care Positions Allocation is computed by taking each school's total number of primary care residents in years one through four of residency and dividing it by the total of all four schools' primary care residents in years one through four of residency. This ratio is applied to the total funding to be allocated (\$48 million). The Total Filled Positions Allocation is computed by taking each school's total number of residents in years one through four of residency and dividing it by the total of all four schools' residents in years one through four of residency. This ratio is applied to the total funding to be allocated (\$48 million). Funds will be disbursed annually on a schedule as determined by TennCare. The \$48,000,000 allocation for FY 2002/2003 is as follows:

East Tennessee State University	\$ 8,543,101.61
Meharry Medical School	\$ 2,617,682.71
University of Tennessee (Memphis)	\$ 22,593,689.84
Vanderbilt University	\$ 14,245,525.84

4 3 6 3 5 2 0 2 0 3 9

CONFIDENTIAL

P-0104

0 5 2 1 1 9 4 0 0 0 4 7

CONFIDENTIAL

Future Year Disbursements will be defined by TennCare.

Payments, as set forth above, will be made by Volunteer State Health Plan within (5) working days of receipt of funds from the State of Tennessee.

43635202039

CONFIDENTIAL

0601170400047

CONFIDENTIAL

