



January 4, 2019

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

RE: Amerigroup Tennessee, Inc. – Amendment 9
BlueCross BlueShield of Tennessee, Inc. – Amendment 5
Legility Data Solutions, LLC – Amendment 6 (Name Change from Document Solutions of Nashville, Inc.)
Navigant Consulting, Inc. – Amendment 2 (Name Change from Aon Consulting Inc.)

Dear Ms. Lee:

The Department of Finance and Administration, Division of TennCare, is submitting for consideration by the Fiscal Review Committee the following three (3) amendments and all required documentation and approvals.

1) AMERIGROUP Tennessee, Inc.:

This managed care contract is being amended to provide relative changes to the managed care program including: 1) Addition of ECF CHOICES Groups 7 & 8 (and Integrated Support Coordination Team) 2) Revisions to ECF CHOICES Expenditure Cap exceptions. 3) Revisions to CHOICES & ECF CHOICES deadline for intake processes with exceptions and related liquidated damage. 4) Added collaboration requirements for Beneficiary Support System. 5) Prohibition on reimbursement conditions that require Medicare Explanation of Benefits for Nursing Facility claims. 6) Added community provider forums to CHOICES Advisory Group requirements. 7) Medication-assisted treatment (MAT) requirements. 8) Clarify Home Health Agency requirements. 9) Updated reporting requirements for Tennessee Health Link (THL) and Patient Centered Medical Home (PCMH). 10) Population Health updates for clarity and to align with NCQA Population Health requirements. 11) Program Integrity clarifications, including updated Fraud and Abuse Reporting Forms. 12) NEMT clarifications (mileage reimbursement, member survey's, reporting, etc.). 13) Housekeeping (definitions, reporting, etc.).

2) BlueCross BlueShield of Tennessee, Inc. is for the delivery of AccessTN, and CoverKids (collectively, "Cover Tennessee") self-funded health plan services, including administrative services, provider network development and maintenance, enrollment, premium equivalent billing and collection, utilization, case and care management, disease management, medical benefits, pharmacy benefits, behavioral health benefits, customer service, claims adjudication and adjustment, appeals services, financial and program reporting for each of the programs. This contract provides delivery of CoverKids services to those eligible CoverKids population. This amendment is necessary to: (1) Delete all sections that are no longer applicable and/or outdated contract language; (2) update the scope of service sections as they relate to program updates as well as Center for Medicare and Medicaid (CMS) required regulations,



including: Social Security requirements, HIPAA Confidentiality requirements, Civil Rights requirements, and applicable Encounter submission. The scope of work is being updated to incorporate the Population Health reporting requirements, Center for Medicare and Medicaid (CMS) required regulations and Civil Rights regulations.

- 3) Legility Data Solutions, LLC, previously known as Document Solutions of Nashville, Inc., is being brought before FRC in order to enact a name change. No other adjustments are being made at this time.
- 4) Navigant Consulting, Inc., previously known as Aon Consulting Inc., is being brought before FRC in order to enact a name change. No other adjustments are being made at this time.

TennCare respectfully submits the above referenced contract amendments for consideration and approval by the Fiscal Review Committee. We look forward to promptly providing any additional information as may be requested by the Committee.

Sincerely,

A handwritten signature in blue ink that reads "Wendy Long, MD" followed by a stylized initial or mark.

William Aaron
Chief Financial Officer

cc: Wendy Long, M.D., Deputy Commissioner

cy18-12432

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
**Kevin C. Bartels for
Michael F. Perry**

Digitally signed by Kevin C. Bartels for
Michael F. Perry
DN: cn=Kevin C. Bartels for Michael F.
Perry, o=CPO, ou,
email=Kevin.C.Bartels@tn.gov, c=US
Date: 2018.12.21 15:52:35 -06'00'

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31865-00330	
1. Procuring Agency	Department of Finance and Administration, Division of TennCare	
2. Contractor	Leglity Data Solutions, LLC (Name Change from Document Solutions of Nashville, Inc.)	
3. Edison contract ID #	24037	
4. Proposed amendment #	6	
5. Contract's Original Effective Date	December 15, 2010	
6. Current end date	December 14, 2019	
7. Proposed end date	December 14, 2019	
8. Current Maximum Liability or Estimated Liability	\$ 3,400,000.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 3,400,000.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>This amendment is needed in order to formally request a name change from Document Solutions of Nashville, Inc. to Leglity Data Solutions, LLC. All forms have been received and sent to Vendor Maintenance in order to accommodate this request in Edlson.</p>	
14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.	N/A	

Agency request tracking #	31865-00330
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)	
 12/21/18	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract #	Amendment # 06		
Contractor Legal Entity Name Legility Data Solutions, LLC			Edison Vendor ID 0000080509		
Amendment Purpose & Effect(s) Name Change from Document Solutions of Nashville Inc. to Legility Data Solutions, LLC					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: December 14, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.29			\$327,004.59
2014	\$122,804.15	\$122,804.15			\$245,608.29
2015	\$129,544.72	\$129,544.72			\$259,089.45
2016	\$132,007.39	\$132,007.39			\$264,017.77
2017	\$200,000.00	\$200,000.00			\$400,000.00
2018	\$162,790.65	\$162,790.65			\$325,581.30
2019	\$150,000.00	\$150,000.00			\$300,000.00
2020	\$100,000.00	\$100,000.00			\$200,000.00
TOTAL:	\$1,700,000.00	\$1,700,000.00			\$3,400,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input 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>CPO USE</i>	
Speed Chart (optional) TN00000130		Account Code (optional) 72203000			

**AMENDMENT #6 TO CONTRACT 24037
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
LEGILITY DATA SOLUTIONS, LLC**

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 Legility Data Solutions, LLC "(as amended herein).", 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. The following is added as Contract section E. 19.:

E.19. Contractor Name. All references to "Document Solutions of Nashville, Inc." shall be deleted and replaced with "Legility Data Solutions, LLC."

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 March 04, 2019. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

LEGILITY DATA SOLUTIONS, LLC.:

SIGNATURE

DATE

Tom Turner, President

PRINTED NAME AND TITLE OF SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:**

LARRY B. MARTIN, COMMISSIONER

DATE

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Matt Brimm	*Contact Phone:	615-687-5811		
*Presenter's Name:	William Aaron, Chief Financial Officer				
Edison Contract Number: <i>(if applicable)</i>	24037	Edison RFS Number: <i>(if applicable)</i>	31865-00330		
*Original Contract Begin Date:	December 15, 2010	*Current End Date:	December 14, 2019		
Current Request Amendment Number: <i>(if applicable)</i>	6				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 04, 2019				
*Department Submitting:	Finance and Administration				
*Division:	Division of TennCare				
*Date Submitted:	January 04, 2018				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>	N/A				
*Contract Vendor Name:	Legility Data Solutions LLC.				
*Current Maximum Liability:	\$3,400,000.00				
*Estimated Total Spend for Commodities:	N/A				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet) Attached</i>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY 2015	FY: 2016
\$462,305.28	\$616,396.32	\$327,004.59	\$245,608.29	\$ 259,089.45	\$264,014.77
FY: 2017	FY: 2018	FY: 2019	FY: 2020		
\$400,000.00	\$325,581.30	\$300,000.00	\$200,000.00		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from Edison)</i>					
FY: 2011	FY: 2012	FY: 2013	FY: 2014	FY 2015	FY 2016
\$462,305.28	\$616,396.32	\$327,004.59	\$245,608.29	\$ 259,089.45	\$264,014.77
FY: 2017	FY: 2018	FY: 2019			
\$254,598.63	\$401,474.31	\$73,833.30 *Expenditures Through October 2018			
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			There are significantly varying pricing levels in this contract and at the contract inception the maximum liability was a projection at best. The imperative need was to have available funding to support any litigation services as the court proceedings warranted. Since the services of the contract are based on these individual services rather than a fixed		

Supplemental Documentation Required for
Fiscal Review Committee

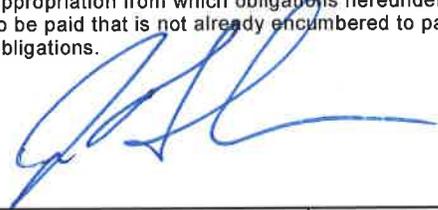
		rate, the funds have rolled forward for availability as needed.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		Since the services of the contract are based on these individual services rather than a fixed rate, the funds have rolled forward for availability as needed.		
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:	\$1,700,000.00	Federal:	\$1,700,000.00
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 - October 2013		Extend term and reduce rates.		
Amendment #2 - October 2015		Extend term and reduce rates.		
Amendment #3 - December 2016		Extend Term		
Amendment #4 - December 2016		Extend Term		
Amendment #5 - December 2016		Extended Term and Increased Contract Amount		
Method of Original Award: <i>(if applicable)</i>		Non Competitive Negotiation		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		Up to \$3,000,000.00		
*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.		There are numerous potential bidders that could do the functions of this contract, however, due to several litigation holds; transfer of secure information to a new vendor would jeopardize information that is required under court order.		
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.		
In addition, please provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been		TennCare googled this contractor and did not identify any illegal activity. Language in the contract requires immediate notification to the state regarding illegal activity or fraud if		

Supplemental Documentation Required for
Fiscal Review Committee

involved in any circumstances related to illegal activity, including but not limited to fraud.	discovered during the term of this Contract.
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CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract #	Amendment # 05		
Contractor Legal Entity Name Document Solutions of Nashville, Inc.			Edison Vendor ID 0000080509		
Amendment Purpose & Effect(s) Extend Term and Increase Contract Amount					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 14, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 400,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.29			\$327,004.59
2014	\$122,804.15	\$122,804.15			\$245,608.29
2015	\$129,544.72	\$129,544.72			\$259,089.45
2016	\$132,007.39	\$132,007.39			\$264,017.77
2017	\$200,000.00	\$200,000.00			\$400,000.00
2018	\$162,790.65	\$162,790.65			\$325,581.30
2019	\$150,000.00	\$150,000.00			\$300,000.00
2020	\$100,000.00	\$100,000.00			\$200,000.00
TOTAL:	\$1,700,000.00	\$1,700,000.00			\$3,400,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input 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>CPO USE</i>		
Speed Chart (optional) TN00000130		Account Code (optional) 72203000			

Document Solutions of Nashville, Inc.

Edison Contract ID: 24037

Vendor #: 0000080509

CONTRACT EXPENDITURES BY FISCAL YEAR

(Payment Detail Attached)

FY2011	\$462,305.28
FY2012	\$616,396.32
FY2013	\$327,004.59
FY2014	\$245,608.29
FY2015	\$259,089.45
FY2016	\$264,014.77
FY2017	\$254,598.63
FY2018	\$401,474.31
FY2019	\$73,833.30 (Expenditures through October 2018)

TOTAL \$2,904,324.94

Document Solutions of Nashville, Inc.

Edison Contract ID: 24037

Vendor ID: 0000080509

FY 2011 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2011	31865	00268142	00069320	3/4/2011	\$17,856.28
2011	31865	00288901	00069952	4/8/2011	\$17,856.28
2011	31865	00312551	00070349	5/9/2011	\$17,856.28
2011	31865	00320277	00070570	5/18/2011	\$340.00
2011	31865	00326306	00070940	6/9/2011	\$11,770.64
2011	31865	00322819	00070812	6/9/2011	\$17,984.77
2011	31865	00337140	00071033	6/23/2011	\$1,187.50
2011	31865	00329960	00071210	6/24/2011	\$5,709.90
2011	31865	00337139	00071034	6/24/2011	\$8,305.94
2011	31865	00329959	00071208	6/24/2011	\$81,202.50
2011	31865	00337138	00071035	6/24/2011	\$150,794.00
2011	31865	00340837	00071571	7/14/2011	\$22,084.67
2011	31865	00340835	00071609	7/15/2011	\$623.42
2011	31865	00340839	00071626	7/15/2011	\$1,837.50
2011	31865	00340840	00071627	7/15/2011	\$2,012.50
2011	31865	00340836	00071612	7/15/2011	\$11,950.60
2011	31865	00340838	00071611	7/15/2011	\$82,890.53
2011	31865	00354364	00071691	8/1/2011	\$10,041.97

Total FY 2011:

\$462,305.28

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2012 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2012	31865	00372295	00072003	8/30/2011	\$6,521.15
2012	31865	00372296	00072007	8/30/2011	\$14,329.91
2012	31865	00372300	00072010	8/30/2011	\$24,440.00
2012	31865	00372298	00072008	8/30/2011	\$26,572.32
2012	31865	00372302	00072009	8/30/2011	\$50,509.15
2012	31865	00372347	00072268	9/16/2011	\$616.09
2012	31865	00372357	00072555	9/16/2011	\$1,799.80
2012	31865	00372361	00072557	9/16/2011	\$3,888.75
2012	31865	00372349	00072344	9/16/2011	\$26,544.74
2012	31865	00372351	00072346	9/16/2011	\$28,345.92
2012	31865	00389360	00073079	10/7/2011	\$26,569.92
2012	31865	00389364	00073220	10/19/2011	\$1,662.50
2012	31865	00389362	00073078	10/20/2011	\$27,696.40
2012	31865	00399521	00073563	11/9/2011	\$5.00
2012	31865	00399530	00073574	11/9/2011	\$1,400.00
2012	31865	00399528	00073461	11/9/2011	\$6,207.96
2012	31865	00399522	00073456	11/9/2011	\$26,312.16
2012	31865	00399529	00073457	11/9/2011	\$27,773.28
2012	31865	00416220	00074021	12/9/2011	\$11,096.43
2012	31865	00416222	00074020	12/9/2011	\$26,312.16
2012	31865	00416224	00074107	12/15/2011	\$778.92
2012	31865	00416221	00074110	12/15/2011	\$27,773.28
2012	31865	00436259	00074371	1/12/2012	\$503.69
2012	31865	00436260	00074441	1/12/2012	\$1,294.70
2012	31865	00436261	00074374	1/18/2012	\$3,051.47
2012	31865	00436262	00074373	1/18/2012	\$26,312.16
2012	31865	00436263	00074372	1/18/2012	\$27,839.04
2012	31865	00451443	00074800	2/15/2012	\$5.00
2012	31865	00451441	00074873	2/15/2012	\$13,281.08
2012	31865	00451440	00074872	2/17/2012	\$14,044.52
2012	31865	00459709	00075297	3/7/2012	\$295.62
2012	31865	00468556	00075329	3/9/2012	\$5.00
2012	31865	00468552	00075250	3/13/2012	\$13,164.72
2012	31865	00468558	00075252	3/13/2012	\$13,919.52
2012	31865	00481187	00075774	4/13/2012	\$13,169.72
2012	31865	00481185	00075814	4/13/2012	\$13,919.52

FY 2012 (Continued)

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2012	31865	00505072	00076247	5/15/2012	\$13,169.72
2012	31865	00505073	00076305	5/15/2012	\$13,919.52
2012	31865	00520722	00076720	6/14/2012	\$13,169.72
2012	31865	00520721	00076719	6/14/2012	\$13,919.52
2012	31865	00535411	00077208	7/13/2012	\$13,169.72
2012	31865	00535397	00077317	7/13/2012	\$13,919.52
2012	31865	00553889	00077687	8/14/2012	\$13,247.48
2012	31865	00553892	00077741	8/14/2012	\$13,919.52

Total FY 2012:

\$616,396.32

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2013 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2013	31865	00564814	00078146	9/14/2012	\$13,161.08
2013	31865	00564815	00078193	9/14/2012	\$13,919.52
2013	31865	00582722	00078666	10/15/2012	\$13,247.72
2013	31865	00582721	00078691	10/15/2012	\$13,919.52
2013	31865	00593497	00079417	11/16/2012	\$13,161.08
2013	31865	00593496	00079421	11/16/2012	\$13,919.52
2013	31865	00614310	00079701	12/14/2012	\$13,247.72
2013	31865	00614309	00079700	12/14/2012	\$13,919.52
2013	31865	00627579	00080175	1/14/2013	\$13,247.72
2013	31865	00627575	00080180	1/14/2013	\$13,919.52
2013	31865	00646371	00080541	2/11/2013	\$13,247.72
2013	31865	00646372	00080558	2/14/2013	\$13,919.52
2013	31865	00659926	00080733	3/1/2013	\$641.19
2013	31865	00659925	00081317	3/15/2013	\$368.86
2013	31865	00664251	00081119	3/27/2013	\$13,161.08
2013	31865	00664250	00081171	3/27/2013	\$13,921.20
2013	31865	00676684	00081622	4/12/2013	\$13,247.72
2013	31865	00676687	00081654	4/12/2013	\$13,921.20
2013	31865	00691288	00082192	5/15/2013	\$13,247.72
2013	31865	00691274	00082193	5/15/2013	\$13,921.20
2013	31865	00707547	00082693	6/14/2013	\$13,247.72
2013	31865	00707550	00082694	6/14/2013	\$13,921.20
2013	31865	00731079	00083229	7/15/2013	\$14,046.20
2013	31865	00731077	00083230	7/15/2013	\$13,247.72
2013	31865	00738816	00083419	7/26/2013	\$112.50
2013	31865	00746210	00083742	8/14/2013	\$13,247.72
2013	31865	00746209	00083743	8/14/2013	\$13,921.20

Total FY 2013:

\$327,004.59

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2014 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2014	31865	00768591	00084407	9/12/2013	\$112.50
2014	31865	00768584	00084330	9/13/2013	\$13,161.08
2014	31865	00768590	00084331	9/16/2013	\$13,948.08
2014	31865	00779352	00084959	10/11/2013	\$780.75
2014	31865	00779351	00084853	10/15/2013	\$1,268.30
2014	31865	00779343	00084852	10/15/2013	\$13,820.44
2014	31865	00779337	00084823	10/15/2013	\$13,949.04
2014	31865	00783203	00085275	10/30/2013	\$5,517.80
2014	31865	00794251	00085368	11/14/2013	\$26,280.00
2014	31865	00813326	00085853	12/13/2013	\$5,522.80
2014	31865	00817913	00085839	12/18/2013	\$20,923.56
2014	31865	00821898	00086279	12/30/2013	\$5,517.80
2014	31865	00828752	00086398	1/14/2014	\$5.00
2014	31865	00828753	00086363	1/14/2014	\$13,949.04
2014	31865	00840199	00085349	1/23/2014	\$6,974.52
2014	31865	00844501	00086822	2/14/2014	\$5.00
2014	31865	00844495	00086824	2/14/2014	\$13,949.04
2014	31865	00858341	00086656	2/21/2014	\$5,517.80
2014	31865	00858324	00087204	2/28/2014	\$1,000.58
2014	31865	00872625	00087334	3/17/2014	\$5,522.80
2014	31865	00872624	00087282	3/17/2014	\$13,949.04
2014	31865	00872631	00087687	3/28/2014	\$5,517.80
2014	31865	00890651	00087825	4/14/2014	\$13,949.04
2014	31865	00903095	00088349	5/15/2014	\$5,522.80
2014	31865	00925298	00088841	6/13/2014	\$13,949.04
2014	31865	00925309	00088893	6/13/2014	\$5,522.80
2014	31865	00941867	00089314	7/9/2014	\$5,522.80
2014	31865	00941866	00089242	7/9/2014	\$13,949.04

Total FY 2014:

\$245,608.29

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2015 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2015	31865	00971156	INV00089875	8/21/2014	\$13,949.20
2015	31865	00979555	INV00090297	9/10/2014	\$13,949.20
2015	31865	00979556	INV00090305	9/10/2014	\$5,522.83
2015	31865	00991747	INV00090713	9/30/2014	\$5,522.83
2015	31865	00991750	INV00090732	9/30/2014	\$13,969.65
2015	31865	01008434	INV00091186	10/30/2014	\$5,522.83
2015	31865	01008433	INV00091192	10/30/2014	\$14,075.00
2015	31865	01032045	INV00091598	12/8/2014	\$5,522.83
2015	31865	01032044	INV00091455	12/8/2014	\$14,075.00
2015	31865	01040526	INV00092131	12/30/2014	\$5,530.00
2015	31865	01040513	INV00091964	12/30/2014	\$14,075.00
2015	31865	01058617	INV00092499	1/30/2015	\$5,530.00
2015	31865	01058615	INV00092507	1/30/2015	\$14,075.00
2015	31865	01088083	INV00093029	3/17/2015	\$5,755.00
2015	31865	01088079	INV00093018	3/17/2015	\$14,300.00
2015	31865	01095500	INV00093402	3/30/2015	\$2,352.59
2015	31865	01095504	INV00093371	3/30/2015	\$5,530.00
2015	31865	01095497	INV00093404	3/30/2015	\$14,866.50
2015	31865	01107498	INV00093851	4/30/2015	\$1,362.04
2015	31865	01107502	INV00093821	4/30/2015	\$5,530.00
2015	31865	01107491	INV00093852	4/30/2015	\$14,129.00
2015	31865	01134362	INV00094254	6/10/2015	\$328.50
2015	31865	01134302	INV00094276	6/11/2015	\$5,530.00
2015	31865	01134301	INV00094256	6/11/2015	\$15,004.00
2015	31865	01144672	INV00094673	6/30/2015	\$76.50
2015	31865	01144671	INV00094646	6/30/2015	\$5,530.00
2015	31865	01144670	INV00094675	6/30/2015	\$14,254.00
2015	31865	01144890	INV00094644	7/1/2015	\$106.25
2015	31865	01169183	INV00095148	8/4/2015	\$85.00
2015	31865	01169185	INV00095101	8/7/2015	\$5,530.00
2015	31865	01169187	INV00095149	8/7/2015	\$14,129.00
2015	31865	01169266	INV00095147	8/12/2015	\$3,371.70

Total FY 2015:

\$259,089.45

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2016 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2016	31865	01184931	INV00095517	9/8/2015	\$5,530.00
2016	31865	01184933	INV00095586	9/8/2015	\$14,129.00
2016	31865	01185012	INV00095585	9/10/2015	\$85.00
2016	31865	01185010	INV00095584	9/10/2015	\$830.06
2016	31865	01200053	INV00095964	10/2/2015	\$240.00
2016	31865	01200025	INV00095966	10/6/2015	\$5,530.00
2016	31865	01200026	INV00096008	10/6/2015	\$14,129.00
2016	31865	01200029	INV00096007	10/7/2015	\$85.00
2016	31865	01200052	INV00095963	10/7/2015	\$133.85
2016	31865	01215015	INV00096445	11/4/2015	\$71.25
2016	31865	01215016	INV00096434	11/4/2015	\$85.00
2016	31865	01215011	INV00096444	11/6/2015	\$13,130.00
2016	31865	01215009	INV00096446	11/9/2015	\$5,530.00
2016	31865	01215014	INV00096435	11/9/2015	\$14,129.00
2016	31865	01232505	INV00096913	12/4/2015	\$15.00
2016	31865	01232532	INV00096885	12/4/2015	\$50.00
2016	31865	01229668	INV00096915	12/4/2015	\$76.50
2016	31865	01229664	INV00096886	12/7/2015	\$5,538.33
2016	31865	01229661	INV00096918	12/7/2015	\$14,129.00
2016	31865	01232507	INV00096911	12/8/2015	\$11,401.14
2016	31865	01253910	INV00097344	1/14/2016	\$15.00
2016	31865	01253883	INV00097318	1/14/2016	\$76.50
2016	31865	01253902	INV00097346	1/20/2016	\$5,538.33
2016	31865	01253896	INV00097320	1/20/2016	\$14,129.00
2016	31865	01277966	INV00098175	3/1/2016	\$15.00
2016	31865	01277965	INV00098193	3/1/2016	\$76.50
2016	31865	01277968	INV00098176	3/3/2016	\$5,538.33
2016	31865	01277970	INV00098194	3/3/2016	\$14,129.00
2016	31865	01294966	INV00098627	3/30/2016	\$15.00
2016	31865	01294965	INV00098669	3/30/2016	\$85.00
2016	31865	01294894	INV00098628	3/30/2016	\$5,538.33
2016	31865	01294893	INV00098670	3/30/2016	\$14,129.00
2016	31865	01303525	INV00098838	4/28/2016	\$845.00
2016	31865	01315447	INV00099123	4/29/2016	\$15.00
2016	31865	01315430	INV00099088	4/29/2016	\$76.50
2016	31865	01315427	INV00099124	4/29/2016	\$5,538.33

FY 2016 (Continued)

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2016	31865	01315439	INV00099090	5/5/2016	\$14,129.00
2016	31865	01327298	INV00097733	5/20/2016	\$76.50
2016	31865	01327262	INV00097743	5/25/2016	\$5,538.33
2016	31865	01327296	INV00097734	5/25/2016	\$14,129.00
2016	31865	01335129	INV00099510	6/7/2016	\$15.00
2016	31865	01335109	INV00099519	6/7/2016	\$76.50
2016	31865	01335130	INV00099511	6/10/2016	\$5,538.33
2016	31865	01335123	INV00099520	6/10/2016	\$14,129.00
2016	31865	01346747	INV00099966	6/30/2016	\$15.00
2016	31865	01346739	INV00099922	6/30/2016	\$76.50
2016	31865	01346737	INV00099967	6/30/2016	\$100.00
2016	31865	01346899	INV00099920	6/30/2016	\$150.00
2016	31865	01346734	INV00099968	6/30/2016	\$5,538.33
2016	31865	01346748	INV00099923	6/30/2016	\$14,129.00
2016	31865	01365588	INV00100315	8/1/2016	\$15.00
2016	31865	01365710	INV00100363	8/1/2016	\$85.00
2016	31865	01365709	INV00100317	8/4/2016	\$5,538.33
2016	31865	01365592	INV00100364	8/4/2016	\$14,129.00

Total FY 2016:

\$264,014.77

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2017 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2017	31865	01377254	INV00100753	8/30/2016	\$15.00
2017	31865	01377259	INV00100747	8/30/2016	\$76.50
2017	31865	01377257	INV00100755	8/30/2016	\$5,538.33
2017	31865	01377258	INV00100748	8/30/2016	\$14,129.00
2017	31865	01404468	INV00101182	10/4/2016	\$15.00
2017	31865	01404485	INV00101178	10/5/2016	\$85.00
2017	31865	01404467	INV00101184	10/7/2016	\$5,538.33
2017	31865	01404470	INV00101179	10/7/2016	\$14,129.00
2017	31865	01415406	INV00101610	10/28/2016	\$15.00
2017	31865	01415409	INV00101652	10/28/2016	\$76.50
2017	31865	01415407	INV00101612	11/2/2016	\$5,538.33
2017	31865	01415408	INV00101653	11/2/2016	\$14,129.00
2017	31865	01426195	INV00102060	11/30/2016	\$76.50
2017	31865	01429942	INV00102104	11/30/2016	\$350.00
2017	31865	01429912	INV00102059	11/30/2016	\$408.75
2017	31865	01426185	INV00102107	11/30/2016	\$5,538.33
2017	31865	01426192	INV00102062	11/30/2016	\$14,129.00
2017	31865	01444091	INV00102482	12/30/2016	\$76.50
2017	31865	01444181	INV00102480	12/30/2016	\$1,438.50
2017	31865	01444182	INV00102477	12/30/2016	\$1,906.15
2017	31865	01444129	INV00102478	12/30/2016	\$5,538.33
2017	31865	01444125	INV00102484	12/30/2016	\$14,129.00
2017	31865	01462029	INV00102839	1/30/2017	\$76.50
2017	31865	01462060	INV00102878	1/30/2017	\$287.58
2017	31865	01462037	INV00102837	1/30/2017	\$1,162.50
2017	31865	01462030	INV00102879	1/30/2017	\$5,538.33
2017	31865	01462027	INV00102840	1/30/2017	\$14,129.00
2017	31865	01483456	INV00103217	3/2/2017	\$76.50
2017	31865	01483458	INV00103239	3/2/2017	\$287.58
2017	31865	01483447	INV00103215	3/2/2017	\$1,155.00
2017	31865	01483448	INV00103241	3/3/2017	\$5,538.33
2017	31865	01483450	INV00103219	3/3/2017	\$14,129.00
2017	31865	01496172	INV00103687	3/30/2017	\$76.50
2017	31865	01496180	INV00103690	3/30/2017	\$287.58
2017	31865	01496177	INV00103685	3/30/2017	\$1,162.50

FY 2017 (Continued)

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2017	31865	01496150	INV00103692	3/30/2017	\$5,534.61
2017	31865	01496149	INV00103689	3/30/2017	\$14,129.00
2017	31865	01516382	INV00104102	5/4/2017	\$76.50
2017	31865	01516386	INV00104100	5/4/2017	\$1,155.00
2017	31865	01516388	INV00104113	5/9/2017	\$5,517.50
2017	31865	01516385	INV00104104	5/9/2017	\$14,129.00
2017	31865	01516387	INV00104111	5/10/2017	\$3,746.33
2017	31865	01531561	INV00104501	5/30/2017	\$76.50
2017	31865	01531550	INV00104563	5/30/2017	\$287.58
2017	31865	01531557	INV00104500	5/30/2017	\$1,162.50
2017	31865	01531554	INV00104564	5/30/2017	\$5,517.50
2017	31865	01531572	INV00104502	5/30/2017	\$14,129.00
2017	31865	01550895	INV00104896	7/14/2017	\$76.50
2017	31865	01550921	INV00104941	7/14/2017	\$287.58
2017	31865	01550925	INV00104894	7/14/2017	\$1,162.50
2017	31865	01550894	INV00104944	7/14/2017	\$5,517.50
2017	31865	01550865	INV00104898	7/14/2017	\$14,129.00
2017	31865	01565479	INV00105329	8/14/2017	\$85.00
2017	31865	01565471	INV00105321	8/14/2017	\$287.58
2017	31865	01565472	INV00105327	8/14/2017	\$1,162.50
2017	31865	01565470	INV00105323	8/14/2017	\$5,517.50
2017	31865	01565468	INV00105331	8/14/2017	\$14,129.00

Total FY 2017:

\$254,598.63

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2018 Payments

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2018	31865	01580189	INV00105730	9/14/2017	\$76.50
2018	31865	01580186	INV00105723	9/14/2017	\$287.58
2018	31865	01580188	INV00105728	9/14/2017	\$1,155.00
2018	31865	01580187	INV00105725	9/14/2017	\$5,517.50
2018	31865	01580190	INV00105732	9/14/2017	\$14,129.00
2018	31865	01597884	INV00106215	10/13/2017	\$76.50
2018	31865	01597883	INV00106216	10/13/2017	\$287.58
2018	31865	01597886	INV00106213	10/13/2017	\$1,155.00
2018	31865	01597882	INV00106217	10/13/2017	\$5,517.50
2018	31865	01597881	INV00106220	10/13/2017	\$14,129.00
2018	31865	01597885	INV00106218	10/13/2017	\$23,931.26
2018	31865	01608766	INV00106673	11/9/2017	\$287.58
2018	31865	01608785	INV00106639	11/9/2017	\$5,517.50
2018	31865	01608763	INV00106677	11/14/2017	\$76.50
2018	31865	01608767	INV00106637	11/14/2017	\$1,155.00
2018	31865	01608783	INV00106675	11/14/2017	\$14,129.00
2018	31865	01626825	INV00107054	12/12/2017	\$76.50
2018	31865	01626822	INV00107051	12/12/2017	\$287.58
2018	31865	01626824	INV00107127	12/12/2017	\$1,155.00
2018	31865	01626826	INV00107128	12/12/2017	\$5,517.50
2018	31865	01626823	INV00107053	12/12/2017	\$14,129.00
2018	31865	01626828	INV00107129	12/12/2017	\$19,601.19
2018	31865	01640328	INV00107556	1/12/2018	\$76.50
2018	31865	01640329	INV00107552	1/12/2018	\$287.58
2018	31865	01640330	INV00107507	1/12/2018	\$1,162.50
2018	31865	01640331	INV00107508	1/12/2018	\$5,517.50
2018	31865	01640327	INV00107554	1/12/2018	\$14,329.00
2018	31865	01650998	INV00106641	1/19/2018	\$26,570.25
2018	31865	01660994	INV00107970	2/14/2018	\$76.50
2018	31865	01660964	INV00107966	2/14/2018	\$287.58
2018	31865	01660962	INV00107952	2/14/2018	\$1,155.00
2018	31865	01660965	INV00107954	2/14/2018	\$5,517.50
2018	31865	01660995	INV00107967	2/14/2018	\$21,997.02
2018	31865	01660973	INV00108037	2/14/2018	\$26,422.00
2018	31865	01677204	INV00108406	3/16/2018	\$85.00

FY 2018 (Continued)

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2018	31865	01673427	INV00108404	3/16/2018	\$125.00
2018	31865	01673276	INV00108442	3/16/2018	\$287.58
2018	31865	01673425	INV00108444	3/16/2018	\$795.00
2018	31865	01673274	INV00108401	3/16/2018	\$1,162.50
2018	31865	01673278	INV00108403	3/16/2018	\$1,551.25
2018	31865	01688875	INV00108446	3/26/2018	\$18,526.63
2018	31865	01688874	INV00107511	3/26/2018	\$23,043.35
2018	31865	01692566	INV00108880	4/13/2018	\$76.50
2018	31865	01688860	INV00108882	4/13/2018	\$125.00
2018	31865	01688882	INV00108878	4/13/2018	\$287.58
2018	31865	01688720	INV00108885	4/13/2018	\$1,162.50
2018	31865	01688872	INV00108889	4/13/2018	\$16,716.46
2018	31865	01688870	INV00108886	4/13/2018	\$60,050.00
2018	31865	01706601	INV00109349	5/15/2018	\$76.50
2018	31865	01706612	INV00109350	5/15/2018	\$125.00
2018	31865	01706599	INV00109347	5/15/2018	\$287.58
2018	31865	01706610	INV00109419	5/15/2018	\$1,500.00
2018	31865	01706611	INV00109422	5/15/2018	\$8,087.33
2018	31865	01727644	INV00109417	6/6/2018	\$1,155.00
2018	31865	01720643	INV00109926	6/14/2018	\$76.50
2018	31865	01720647	INV00109928	6/14/2018	\$125.00
2018	31865	01720642	INV00109924	6/14/2018	\$287.58
2018	31865	01720646	INV00109851	6/14/2018	\$1,000.00
2018	31865	01720645	INV00109849	6/14/2018	\$1,162.50
2018	31865	01720648	INV00109852	6/14/2018	\$7,128.87
2018	31865	01733958	INV00110366	7/13/2018	\$85.00
2018	31865	01733960	INV00110368	7/13/2018	\$125.00
2018	31865	01733971	INV00110365	7/13/2018	\$287.58
2018	31865	01733961	INV00110419	7/13/2018	\$1,155.00
2018	31865	01733962	INV00110422	7/13/2018	\$5,200.00
2018	31865	01733964	INV00110424	7/13/2018	\$7,128.87
2018	31865	01750745	INV00110604	8/14/2018	\$125.00
2018	31865	01750746	INV00110739	8/14/2018	\$1,162.50
2018	31865	01750747	INV00110857	8/14/2018	\$76.50
2018	31865	01750748	INV00110918	8/14/2018	\$287.58
2018	31865	01750749	INV00110929	8/14/2018	\$2,112.50
2018	31865	01750750	INV00110935	8/14/2018	\$7,128.87

Total FY 2018:

\$401,474.31

Contract Expenditures by Fiscal Year (Continued)
 Document Solutions of Nashville, Inc. - Edison #24037

FY 2019 Payments

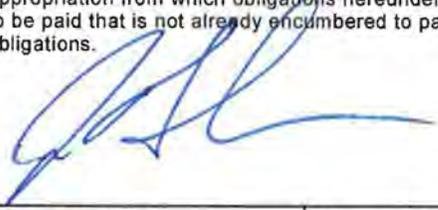
Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amt
2019	31865	01760478	INV00111386	9/14/2018	\$76.50
2019	31865	01760474	INV00111157	9/14/2018	\$125.00
2019	31865	01760470	INV000111464	9/14/2018	\$287.58
2019	31865	01760477	INV00111334	9/14/2018	\$1,155.00
2019	31865	01760472	INV00111443	9/14/2018	\$7,128.87
2019	31865	01760468	INV00111479	9/14/2018	\$12,200.00
2019	31865	01780093	INV00111731	10/15/2018	\$76.50
2019	31865	01780100	INV00111730	10/15/2018	\$125.00
2019	31865	01780092	INV00111733	10/15/2018	\$287.58
2019	31865	01780094	INV00111748	10/15/2018	\$1,162.50
2019	31865	01780089	INV00111745	10/15/2018	\$7,128.87
2019	31865	01780096	INV00111747	10/15/2018	\$20,900.00
2019	31865	01790121	INV00112228	11/14/2018	\$76.50
2019	31865	01790118	INV00112226	11/14/2018	\$125.00
2019	31865	01790123	INV00112242	11/14/2018	\$287.58
2019	31865	01790115	INV00112232	11/14/2018	\$1,162.50
2019	31865	01793028	INV00112230	11/14/2018	\$2,575.00
2019	31865	01790129	INV00112237	11/14/2018	\$7,191.37
2019	31865	01809075	INV00112712	12/14/2018	\$76.50
2019	31865	01809091	INV00112710	12/14/2018	\$125.00
2019	31865	01809090	INV00112716	12/14/2018	\$287.58
2019	31865	01809092	INV00112719	12/14/2018	\$1,162.50
2019	31865	01809076	INV00112717	12/14/2018	\$2,918.75
2019	31865	01815694	INV00112713	12/14/2018	\$7,191.62

Total FY 2019:

\$73,833.30



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract #	Amendment # 05		
Contractor Legal Entity Name Document Solutions of Nashville, Inc.			Edison Vendor ID 0000080509		
Amendment Purpose & Effect(s) Extend Term and Increase Contract Amount					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 14, 2019			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 400,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.29			\$327,004.59
2014	\$122,804.15	\$122,804.15			\$245,608.29
2015	\$129,544.72	\$129,544.72			\$259,089.45
2016	\$132,007.39	\$132,007.39			\$264,017.77
2017	\$200,000.00	\$200,000.00			\$400,000.00
2018	\$162,790.65	\$162,790.65			\$325,581.30
2019	\$150,000.00	\$150,000.00			\$300,000.00
2020	\$100,000.00	\$100,000.00			\$200,000.00
TOTAL:	\$1,700,000.00	\$1,700,000.00			\$3,400,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input 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>CPO USE</i>		
					
Speed Chart (optional) TN00000130		Account Code (optional) 72203000			

**AMENDMENT #5 TO CONTRACT 24037
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, 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 Document Solutions of Nashville, Inc., 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 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2019. 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.
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 Three Million Four Hundred Thousand Dollars (\$3,400,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 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 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.

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 December 14, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOCUMENT SOLUTIONS OF NASHVILLE, INC:



11/28/18

SIGNATURE

DATE

John Buechfield, PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF TENNCARE:



11/28/18

LARRY B. MARTIN, COMMISSIONER

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract # FA1133968	Amendment # 04		
Contractor Legal Entity Name Document Solutions of Nashville, Inc.			Edison Vendor ID 0000080509		
Amendment Purpose & Effect(s) Extends Term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 14, 2018			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.30			\$327,004.59
2014	\$122,804.15	\$122,804.14			\$245,608.29
2015	\$129,544.72	\$129,544.73			\$259,089.45
2016	\$132,007.39	\$132,007.38			\$264,014.77
2017	\$200,000.00	\$200,000.00			\$400,000.00
2018	\$162,790.65	\$162,790.65			\$325,581.30
2019	\$50,000.00	\$50,000.00			\$100,000.00
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00
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.			CPO USE		
Speed Chart (optional) TN00000130		Account Code (optional) 70803000			

**AMENDMENT #4 TO #24037
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" and Document Solutions of Nashville, Inc., 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 is deleted in its entirety and replaced with the following:

B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2018. 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.

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 December 14, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOCUMENT SOLUTIONS OF NASHVILLE, INC:



CONTRACTOR SIGNATURE
Tom Turner, President

9-6-2017

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**

Larry B. Martin
LARRY B. MARTIN, COMMISSIONER

9/12/17
DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract # FA1133968	Amendment # 03		
Contractor Legal Entity Name Document Solutions of Nashville, Inc.			Edison Vendor ID 0000080509		
Amendment Purpose & Effect(s) Extends Term					
Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		End Date: December 14, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.30			\$327,004.59
2014	\$122,804.15	\$122,804.14			\$245,608.29
2015	\$129,544.72	\$129,544.73			\$259,089.45
2016	\$132,007.39	\$132,007.38			\$264,014.77
2017	\$250,000.00	\$250,000.00			\$500,000.00
2018	\$162,790.65	\$162,790.65			\$325,581.30
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00
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>CPO USE</i>	
Speed Chart (optional) TN00000130		Account Code (optional) 70803000			



**AMENDMENT #3 TO #24037
 BETWEEN THE STATE OF TENNESSEE,
 DEPARTMENT OF FINANCE AND ADMINISTRATION,
 DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
 BUREAU OF TENNCARE
 AND
 DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" and Document Solutions of Nashville, Inc., 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 is deleted in its entirety and replaced with the following:

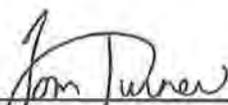
B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2017. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

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 December 13, 2016. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOCUMENT SOLUTIONS OF NASHVILLE, INC:



 CONTRACTOR SIGNATURE

12 October, 2016

 DATE

Tom Turner, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
 BUREAU OF TENNCARE:



Larry B. Martin
LARRY B. MARTIN, INTERIM COMMISSIONER

10/17/16
DATE

FUNDING REVISION



CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date December 15, 2010	End Date December 14, 2016	Agency Tracking # 31865-00330	Edison Record ID 24037		
Contractor Legal Entity Name Document Solutions of Nashville, Inc.			Edison Vendor ID 0000080509		
Goods or Services Caption (one line only) FUNDING REVISION - Electronic Discovery Processing and Other Litigation Support Services					
Subrecipient or Contractor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Contractor		CFDA # 93.778 Dept of Health & Human Services/Title XIX			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$231,152.64	\$231,152.64			\$462,305.28
2012	\$308,198.16	\$308,198.16			\$616,396.32
2013	\$163,502.29	\$163,502.30			\$327,004.59
2014	\$122,804.15	\$122,804.14			\$245,608.29
2015	\$129,544.72	\$129,544.73			\$259,089.45
2016	\$132,007.39	\$132,007.38			\$264,014.77
2017	\$412,790.65	\$412,790.65			\$825,581.30
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00
Contractor Ownership Characteristics:					
<input type="checkbox"/> Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American					
<input type="checkbox"/> Woman Business Enterprise (WBE)					
<input type="checkbox"/> Tennessee Service Disabled Veteran Enterprise (SDVBE)					
<input type="checkbox"/> Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.					
<input checked="" type="checkbox"/> Other: For-Profit Corporation					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Other Non-Competitive Negotiation					
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.					
Speed Chart (optional) TN00000130			Account Code (optional) 70803000		



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31865-00330	Edison ID 24037	Contract # FA1133968	Amendment # 02
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Contractor Legal Entity Name Document Solutions of Nashville, Inc.	Edison Vendor ID 0000080509
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Amendment Purpose & Effect(s)
Extends Term and Revises Contract Payment Rates

Amendment Changes Contract End Date: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	End Date: December 14, 2016
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TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 0.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$250,000.00	\$250,000.00			\$500,000.00
2012	\$500,000.00	\$500,000.00			\$1,000,000.00
2013	\$500,000.00	\$500,000.00			\$1,000,000.00
2014	\$250,000.00	\$250,000.00			\$500,000.00
2015					
2016					
2017					
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES 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.

OCR USE



Speed Chart (optional) TN00000130	Account Code (optional) 70803000
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**AMENDMENT #2 TO #24037
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" and Document Solutions of Nashville, Inc., 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 December 15, 2010, and ending on December 14, 2016. 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.3.b is deleted in its entirety and replaced with the following:
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Tape Restoration Services	
Project Setup Fee	\$350.00 per project
High Level Catalog	\$100.00 per tape
Low Level Catalog	\$150.00 per tape
Tape Restoration of GroupWise Post Office (PO) Email	\$350.00 per PO/tape
Conversion to PST (mailboxes may be split creating multiple PSTs per source mailbox)	\$40.00 per PST
File Server Tape Restoration	\$350.00 per tape
Media Storage Per Project	\$7.50 per tape per mos.



Forensic Collection Services	
Forensic Imaging (includes live data or bit by bit acquisitions for machine(s) up to 250 GB)	\$350.00 per machine
Forensic Analysis	\$225.00 per hour
Media	\$150.00 per HDD
Folder and File Type Filtering <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$25.00 per GB
Early Case Assessment Services	
Clearwell Systems	
Site Set-up (incl. one hrs. of training and up to 5 users)	\$500.00 per project
Data Load (includes de-duplication, indexing, and data organization)	\$195.00 per GB
Clearwell Mos. Access Fee (per GB, per month, pro-rated)	\$25.00 per GB
Near Term Archive (per GB, per month, pro-rated)	\$12.50 per GB
Site Deactivation and Site Reactivation for Near Term Archive	\$750.00 each
Long Term Archive (burn to media device & deliver to client)	\$175.00 per hour + cost of media device
Clearwell Project Management	\$225.00 per hour
ESI Data Processing	
EDD Processing	
Data Filtering: Includes de-duplication and/or filtering (key term, file type, date)	\$125.00 per GB
Native Delivery: Includes de-duplication and delivery of Native + Meta + Text	\$295.00 per GB
Image Delivery: Includes de-duplication and delivery of Native + Meta + Text + Image* <i>*A single page image placeholder will be delivered for .xls files. Additional charges may apply if any single file renders greater than 500 pages.</i>	\$525.00 per GB
Image Conversion: Includes conversion of Native files to image	\$0.03 per image
Password Cracking	\$50.00/file
EDD Hosting Services	
Catalyst Secure Hosting	
Catalyst Project Set-Up	\$995.00 per project
Data Loading Fee	\$25.00 per GB
Catalyst Variable Monthly Hosting Fee	
1) 0GB – 300GB	\$38.00 per GB/mo
2) 300GB – 600GB	\$36.00 per GB/mo
3) 600GB – 1TB	\$33.00 per GB/mo
4) 1TB – 2TB	\$30.00 per GB/mo



5) 2TB and up	\$28.00 per GB/mo
Data Hibernation Fees	50% of Variable Hosting Fee
Long Term Data Archive Fees	\$25.00 per GB
Catalyst Base License Fee (monthly) – <i>not applied if data set is 100+ GB</i>	Waived
Catalyst Document Clustering and Near Duplicate Clustering	\$250.00 per GB
Catalyst Search Consultants	\$250.00 per hour
Catalyst Project Management	\$225.00 per hour
Catalyst Project Management (Senior Consultant)	\$250.00 per hour
Eclipse	
Site Set-Up Fee: Includes design meeting, case set-up, form creation, user creation for one user, and one hour training	\$500.00 one time fee
Storage: Aggregate storage of native files, coding, full text (OCR) and images	\$25.00 monthly / GB
Data Loading: Aggregate load of native files, coding, full text (OCR) and images	\$25.00 per GB
User Fees	\$95.00 per user
I-Review	
Site Set-Up Fee: Includes creation of viewing project, user and password creation and one half-hour of training and loading of images.	\$250.00 one time fee
Monthly User Fee: Includes up to 50,000 pages	\$100.00 per user / per month
Monthly User Fee: Includes up to 100,000 pages	\$150.00 per user / per month
Monthly User Fee: Includes up to 150,000 pages	\$200.00 per user / per month
Monthly User Fee: Includes up to 200,000 pages	\$250.00 per user / per month
Photocopy & Imaging Services	
Photocopy	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Binding Services (Spiral, Acco, Depo, Velo, and GBC)	\$2.50 per bind
VHS Duplication	\$15.00 per tape
Bates Labeling	\$0.06 per page
Scanning	



Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Electronic Bates Labeling (endorse)	\$0.01 per page
OCR (optical character recognition)	\$0.03 per page
OCR/De-Dupe	\$0.01 per page
Blowback Printing	\$0.06 per page
PDF Conversion	\$0.01 per page
Bates Matching	\$0.01 per page
Media	
Master CD	\$15.00 per disk
Archive CD	\$10.00 per disk
Master DVD	\$25.00 per disk
Archive DVD	\$10.00 per disk
Hard Disk (120+ GB)	\$150.00 per HDD
FTP: Includes up to 700 mb	\$35.00 per load
Coding	
Logical Document Determination	\$0.04 per page
Domestic Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$1.35 per doc
Off-Shore Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$0.75 per doc
Consulting Services – Technical Support	
Project Management / Training	
Staff	\$35.00 per hour
Project Manager	\$200.00 per hour
Technical Processing and Programming (Tech Time)	\$175.00 per hour
e-Discovery Consulting Services	
e-Discovery Plan Consulting (Sr. Consultant)	\$250.00 per hour
e-Discovery Plan Consulting (Professional Consultant)	\$150.00 per hour
e-Discovery Plan Consulting (Technical Consultant)	\$125.00 per hour
Notes	
Gigabytes size calculation for native delivery, image delivery and Clearwell data load is based upon size of source dataset with the exception of matters where source data has been compressed (e.g., zip, pst, etc.) and the resultant post dataset size is greater. In those cases, the post extraction dataset size will be	



used for GB size calculation. Calculation for GB after data filtering is the total size of the responsive native files. DSI GB Pricing includes the delivery of the client chosen load file. There may be an additional charge if more than one load format is required. There is a required minimum charge of \$175.00 on all e-discovery projects.

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. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. All invoices shall be processed for payment within five (5) days of receipt by TennCare.

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 December 13, 2015. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOCUMENT SOLUTIONS OF NASHVILLE, INC:

 _____ 12/10/2015
 CONTRACTOR SIGNATURE DATE

Tom Turner, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
 DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
 BUREAU OF TENNCARE:

 _____ 12/11/2015
 LARRY B. MARTIN, INTERIM COMMISSIONER DATE



CONTRACT AMENDMENT

Agency Tracking # 31865-00330	Edison ID 24037	Contract # FA1133968	Amendment # 01
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Contractor Legal Entity Name Document Solutions of Nashville, Inc.	Edison Vendor ID 0000080509
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Amendment Purpose & Effect(s)
Extends Term

Amendment Changes Contract End Date: YES NO **End Date:** December 14, 2015

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$ 0.00

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$250,000.00	\$250,000.00			\$500,000.00
2012	\$500,000.00	\$500,000.00			\$1,000,000.00
2013	\$500,000.00	\$500,000.00			\$1,000,000.00
2014	\$250,000.00	\$250,000.00			\$500,000.00
2015					
2016					
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES 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.



OCR USE

Speed Chart (optional) TN00000130	Account Code (optional) 70803000
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**AMENDMENT #1 TO FA1133968
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION,
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Division of Health Care Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and Document Solutions of Nashville, Inc., hereinafter referred to as the "Contractor," for the provision of electronic discovery processing and other litigation support services, is hereby amended as follows:

1. Contract section B.1 is deleted in its entirety and replaced with the following:
 - B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2015. 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.

2. 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:

Service Description	Amount (per compensable increment)
Tape Restoration Services	
Project Setup Fee	\$350.00 per project
High Level Catalog	\$100.00 per tape
Low Level Catalog	\$150.00 per tape
Tape Restoration of GroupWise Post Office (PO) Email	\$375.00 per PO/tape
Conversion to PST (mailboxes may be split creating multiple PSTs per source mailbox)	\$40.00 per PST
File Server Tape Restoration	\$350.00 per tape
Media Storage Per Project	\$7.50 per tape per mos.
Forensic Collection Services	
Forensic Imaging (includes live data or bit by bit acquisitions for machine(s) up to 250 GB)	\$350.00 per machine
Forensic Analysis	\$225.00 per hour
Media	\$150.00 per HDD



Folder and File Type Filtering <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$35.00 per GB
Early Case Assessment Services	
Clearwell Systems	
Site Set-up (incl. one hrs. of training and up to 5 users)	\$500.00 per project
Data Load (includes de-duplication, indexing, and data organization)	\$215.00 per GB
Clearwell Mos. Access Fee (per GB, per month, pro-rated)	\$25.00 per GB
Near Term Archive (per GB, per month, pro-rated)	\$12.50 per GB
Site Deactivation and Site Reactivation for Near Term Archive	\$750.00 each
Long Term Archive (burn to media device & deliver to client)	\$175.00 per hour + cost of media device
Clearwell Project Management	\$225.00 per hour
ESI Data Processing	
EDD Processing	
Pre-Culling: Includes De-NISTing (system file removal) combined with <u>one</u> of the following services: (De-duplication, date filtering or key term filtering) Any of the additional services may be included at \$50/GB/service. <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$90.00 per GB Additional Services: \$45.00/GB/Service
Data Filtering: Includes de-duplication and/or filtering (key term, file type, date)	\$135.00 per GB
Native Delivery: Includes de-duplication and delivery of Native + Meta + Text	\$315.00 per GB
Image Delivery: Includes de-duplication and delivery of Native + Meta + Text + Image* <i>*A single page image placeholder will be delivered for .xls files. Additional charges may apply if any single file renders greater than 500 pages.</i>	\$725.00 per GB
Image Conversion: Includes conversion of Native files to image	\$0.03 per image
Password Cracking	\$50.00/file
EDD Hosting Services	
Catalyst Secure Hosting	
Catalyst Project Set-Up	\$1,200.00 per project
Data Loading Fee	\$30.00 per GB
Catalyst Variable Monthly Hosting Fee	
1) 0GB – 300GB	\$40.00 per GB/mo
2) 300GB – 600GB	\$38.00 per GB/mo
3) 600GB – 1TB	\$34.00 per GB/mo
4) 1TB – 2TB	\$30.00 per GB/mo



5) 2TB and up	\$28.00 per GB/mo
Data Hibernation Fees	50% of Variable Hosting Fee
Long Term Data Archive Fees	\$25.00 per GB
Catalyst Base License Fee (monthly) – <i>not applied if data set is 100+ GB</i>	Waived
Catalyst Document Clustering and Near Duplicate Clustering	\$250.00 per GB
Catalyst Search Consultants	\$250.00 per hour
Catalyst Project Management	\$225.00 per hour
Catalyst Project Management (Senior Consultant)	\$250.00 per hour
Eclipse	
Site Set-Up Fee: Includes design meeting, case set-up, form creation, user creation for one user, and one hour training	\$500.00 one time fee
Storage: Aggregate storage of native files, coding, full text (OCR) and images	\$25.00 monthly / GB
Data Loading: Aggregate load of native files, coding, full text (OCR) and images	\$25.00 per GB
User Fees	\$95.00 per user
I-Review	
Site Set-Up Fee: Includes creation of viewing project, user and password creation and one half-hour of training and loading of images.	\$250.00 one time fee
Monthly User Fee: Includes up to 50,000 pages	\$100.00 per user / per month
Monthly User Fee: Includes up to 100,000 pages	\$150.00 per user / per month
Monthly User Fee: Includes up to 150,000 pages	\$200.00 per user / per month
Monthly User Fee: Includes up to 200,000 pages	\$250.00 per user / per month
Photocopy & Imaging Services	
Photocopy	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Binding Services (Spiral, Acco, Depo, Velo, and GBC)	\$2.50 per bind
VHS Duplication	\$15.00 per tape
Bates Labeling	\$0.06 per page
Scanning	



Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Electronic Bates Labeling (endorse)	\$0.01 per page
OCR (optical character recognition)	\$0.03 per page
OCR/De-Dupe	\$0.01 per page
Blowback Printing	\$0.06 per page
PDF Conversion	\$0.01 per page
Bates Matching	\$0.01 per page
Media	
Master CD	\$15.00 per disk
Archive CD	\$10.00 per disk
Master DVD	\$25.00 per disk
Archive DVD	\$10.00 per disk
Hard Disk (120+ GB)	\$150.00 per HDD
FTP: Includes up to 700 mb	\$35.00 per load
Coding	
Logical Document Determination	\$0.04 per page
Domestic Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$1.35 per doc
Off-Shore Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$0.75 per doc
Consulting Services – Technical Support	
Project Management / Training	
Staff	\$35.00 per hour
Project Manager	\$200.00 per hour
Technical Processing and Programming (Tech Time)	\$175.00 per hour
e-Discovery Consulting Services	
e-Discovery Plan Consulting (Sr. Consultant)	\$250.00 per hour
e-Discovery Plan Consulting (Professional Consultant)	\$150.00 per hour
e-Discovery Plan Consulting (Technical Consultant)	\$125.00 per hour
Notes	
Gigabytes size calculation for native delivery, image delivery and Clearwell data load is based upon size of source dataset with the exception of matters where source data has been compressed (e.g., zip, pst, etc.) and the resultant post dataset size is greater. In those cases, the post extraction dataset size will be	



used for GB size calculation. Calculation for GB after data filtering is the total size of the responsive native files. DSI GB Pricing includes the delivery of the client chosen load file. There may be an additional charge if more than one load format is required. There is a required minimum charge of \$175.00 on all e-discovery projects.

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. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. All invoices shall be processed for payment within five (5) days of receipt by TennCare.

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).

The revisions set forth herein shall be effective October 1, 2013. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

DOCUMENT SOLUTIONS OF NASHVILLE, INC:

Tom Turner 08/27/13
CONTRACTOR SIGNATURE DATE

Tom Turner, President

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF HEALTH CARE FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:

Larry B. Martin / CD 8/28/2013
LARRY B. MARTIN, COMMISSIONER DATE



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date December 15, 2010	End Date December 14, 2013	Agency Tracking # 31865-00330	Edison ID 24037
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Contractor Legal Entity Name Document Solutions of Nashville, Inc.	Registration ID 0000080509
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Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA # 93.778 Dept of Health and Human Services/Title XIX	FEIN or SSN 621769387
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Service Caption (one line only)

Scanning, Electronic Discovery Processing, and other Litigation Support Services

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2011	\$250,000.00	\$250,000.00			\$500,000.00
2012	\$500,000.00	\$500,000.00			\$1,000,000.00
2013	\$500,000.00	\$500,000.00			\$1,000,000.00
2014	\$250,000.00	\$250,000.00			\$500,000.00
TOTAL:	\$1,500,000.00	\$1,500,000.00			\$3,000,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

- African American Asian Hispanic Native American Female
 Person w/Disability Small Business Government NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

- RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

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.

Speed Code TN00000130	Account Code 70803000
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Secured Document
FA1133968

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE
AND
DOCUMENT SOLUTIONS OF NASHVILLE, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, Bureau of TennCare, hereinafter referred to as the "State" or "TennCare" and Document Solutions of Nashville, Inc., hereinafter referred to as the "Contractor," is for the provision of scanning, electronic discovery processing and other litigation support services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for profit corporation.
Contractor Federal Employer Identification, Social Security or Edison Registration ID#: 621769387
The Contractor's place of incorporation or organization is Tennessee.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor shall provide scanning, early case assessment, electronic discovery processing and other litigation support services.
- A.3. The Contractor shall provide support, resources, hardware and software necessary to the performance of this contract, including but not limited to, forensic collection of custodian e-mail and/or custodian workstation and/or files located on servers and/or workstations.
- A.4. The Contractor shall work with the TennCare to determine specifically which custodians and what data types should be collected and processed in regards to any collected Electronically Stored Information (ESI).
- A.5. The Contractor shall process all data collected and load it on to a server where all of the data will be indexed, deduplicated using an MD-5 has algorithm, and searched using client provided search terms.
- A.6. The Contractor shall perform functions which shall include, but not limited to, the following:
 - a. Search the collected data set using client provided search terms;
 - b. Provide conversion to desired format(s);
 - c. Password cracking;
 - d. Exception file handling;
 - e. Tape restoration;
 - f. Data conversion;
 - g. Web hosting;
 - h. Forensic imaging of workstations and servers;
 - i. Forensic analysis and data recovery, and
 - j. Project management services.
- A.7. The Contractor shall provide services that assist with paper discovery. These services will supplement the Electronic Discovery services, and will allow the State to effectively manage large volumes of hard copy productions, those documents produced by the State's Managed Care

Organizations. At a minimum, these documents are to be scanned and loaded into review platform of choice for review. Services listed below will be done at State's request:

- a. Optimal Character Recognition or OCR;
- b. Logical Unitization or LDD (Refer to Attachment 1, Example Unitization Rules);
- c. Optical Character Recognition (OCR) De-Dupe;
- d. Coding (Standard Bibliographic) – (Refer to Attachment 2, Sample Coding Manual);
- e. Catalyst Clustering;
- f. Scanning;
- g. Bates Labeling (by hand);
- h. Photocopying;
- i. DVD Creation;
- j. CD Creation;
- k. Binding (Acco, Depo, GBC, Tape, Velo, Plasticoil);
- l. Electronic Endorsement;
- m. PDF Conversion;
- n. Bates Matching;
- o. VHS Duplication;
- p. Blowbacks; and
- q. Color Photocopying.

Should the State determine additional services are required to fulfill the requirements of the State's obligations to the Court, these shall be incorporated into this document under later amendment.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period beginning December 15, 2010, and ending on December 14, 2013. 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 five (5) 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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Three Million Dollars (\$3,000,000.00). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 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 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.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- 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:

Service Description	Amount (per compensable increment)
Tape Restoration Services	
Project Setup Fee	\$500.00 per project
High Level Catalog	\$150.00 per tape
Low Level Catalog	\$225.00 per tape
Tape Restoration of GroupWise Post Office (PO) Email	\$525.00 per PO/tape
Conversion to PST (mailboxes may be split creating multiple PSTs per source mailbox)	\$50.00 per PST
File Server Tape Restoration	\$350.00 per tape
Media Storage Per Project	\$7.50 per tape per mos.
Forensic Collection Services	
Forensic Imaging (includes live data or bit by bit acquisitions for machine(s) up to 250 GB)	\$350.00 per machine
Forensic Analysis	\$225.00 per hour
Media	\$150.00 per HDD
Folder and File Type Filtering <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$50.00 per GB
Early Case Assessment Services	
Clearwell Systems	
Site Set-up (incl. one hrs. of training and up to 5 users)	\$500.00 per project
Data Load (includes de-duplication, indexing, and data organization)	\$400.00 per GB
Clearwell Mos. Access Fee (per GB, per month, pro-rated)	\$30.00 per GB
Near Term Archive (per GB, per month, pro-rated)	\$15.00 per GB
Site Deactivation and Site Reactivation for Near Term Archive	\$750.00 each

Long Term Archive (burn to media device & deliver to client)	\$175.00 per hour + cost of media device
Clearwell Project Management	\$175.00 per hour
ESI Data Processing	
EDD Processing	
Pre-Culling: includes De-NISTing (system file removal) combined with one of the following services: (De-duplication, date filtering or key term filtering) Any of the additional services may be included at \$50/GB/service. <i>*Gigabytes size calculation is based upon size of compressed source dataset.</i>	\$100.00 per GB Additional Services: \$50.00/GB/Service
Data Filtering: Includes de-duplication and/or filtering (key term, file type, date)	\$275.00 per GB
Native Delivery: Includes de-duplication and delivery of Native + Meta + Text	\$595.00 per GB
Image Delivery: Includes de-duplication and delivery of Native + Meta + Text + Image* <i>*A single page image placeholder will be delivered for .xls files. Additional charges may apply if any single file renders greater than 500 pages.</i>	\$850.00 per GB
Image Conversion: Includes conversion of Native files to image	\$0.03 per image
Password Cracking	\$50.00/file
EDD Hosting Services	
Catalyst Secure Hosting	
Catalyst Project Set-Up	\$1,200.00 per project
Data Loading Fee	\$60.00 per GB
Catalyst Variable Monthly Hosting Fee	
1) 0GB – 300GB	\$65.00 per GB/mo
2) 300GB – 600GB	\$58.00 per GB/mo
3) 600GB – 1TB	\$48.00 per GB/mo
4) 1TB – 2TB	\$40.00 per GB/mo
5) 2TB and up	\$32.00 per GB/mo
Data Hibernation Fees	50% of Variable Hosting Fee
Long Term Data Archive Fees	\$25.00 per GB
Catalyst Base License Fee (monthly) – <i>not applied if data set is 100+ GB</i>	\$500.00 per mo
Catalyst Document Clustering and Near Duplicate Clustering	\$250.00 per GB
Catalyst Search Consultants	\$250.00 per hour
Catalyst Project Management	\$175.00 per hour
Catalyst Project Management (Senior Consultant)	\$250.00 per hour

Summation	
Site Set-Up Fee: Includes design meeting, case set-up, form creation, user creation for one user, and one hour training	\$500.00 one time fee
Base Monthly Access: Includes up to 10GB of native files, coding, full text (OCR) and images	\$250.00 monthly
Additional Storage: Aggregate storage of native files, coding, full text (OCR) and images	\$35.00 monthly / GB
Data Loading: Aggregate load of native files, coding, full text (OCR) and images	\$50.00 per GB
Additional Users: One time fee	\$250.00 per user
I-Review	
Site Set-Up Fee: Includes creation of viewing project, user and password creation and one half-hour of training and loading of images.	\$250.00 one time fee
Monthly User Fee: Includes up to 50,000 pages	\$100.00 per user / per month
Monthly User Fee: Includes up to 100,000 pages	\$150.00 per user / per month
Monthly User Fee: Includes up to 150,000 pages	\$200.00 per user / per month
Monthly User Fee: Includes up to 200,000 pages	\$250.00 per user / per month
Photocopy & Imaging Services	
Photocopy	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.
Binding Services (Spiral, Acco, Depo, Velo, and GBC)	\$2.50 per bind
VHS Duplication	\$15.00 per tape
Bates Labeling	\$0.06 per page
Scanning	
Auto Feed and Light Litigation	\$0.09 per page
Medium Litigation	\$0.13 per page
Heavy Litigation	\$0.16 per page
Glasswork	\$0.23 per page
Color	\$0.69 per page
Oversize	\$0.75 per sq. ft.
Color Oversize	\$8.00 per sq. ft.

Electronic Bates Labeling (endorse)	\$0.01 per page
OCR (optical character recognition)	\$0.03 per page
OCR/De-Dupe	\$0.01 per page
Blowback Printing	\$0.06 per page
PDF Conversion	\$0.01 per page
Bates Matching	\$0.01 per page
Media	
Master CD	\$15.00 per disk
Archive CD	\$10.00 per disk
Master DVD	\$25.00 per disk
Archive DVD	\$10.00 per disk
Hard Disk (120+ GB)	\$150.00 per HDD
FTP: Includes up to 700 mb	\$35.00 per load
Coding	
Logical Document Determination	\$0.04 per page
Domestic Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$1.35 per doc
Off-Shore Bibliographic Coding: Author, Recipient, CC, DocDate, DocType, DocTitle	\$0.75 per doc
Consulting Services – Technical Support	
Project Management / Training	
Staff	\$35.00 per hour
Project Manager	\$175.00 per hour
Technical Processing and Programming (Tech Time)	\$225.00 per hour
e-Discovery Consulting Services	
e-Discovery Plan Consulting (Sr. Consultant)	\$250.00 per hour
e-Discovery Plan Consulting (Professional Consultant)	\$150.00 per hour
e-Discovery Plan Consulting (Technical Consultant)	\$125.00 per hour
Notes	
<p><i>Gigabytes size calculation for native delivery, image delivery and Clearwell data load is based upon size of source dataset with the exception of matters where source data has been compressed (e.g., zip, pst, etc.) and the resultant post dataset size is greater. In those cases, the post extraction dataset size will be used for GB size calculation. Calculation for GB after data filtering is the total size of the responsive native files. DSI GB Pricing includes the delivery of the client chosen load file. There may be an additional charge if more than one load format is required. There is a required minimum charge of \$175.00 on all e-discovery projects.</i></p>	

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. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated. All invoices shall be processed for payment within five (5) days of receipt by TennCare.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:
- 310 Great Circle Road
Nashville, TN 37243
- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Bureau of TennCare, Office of General Counsel;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service;
 - v. Travel Compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations;" and
 - vi. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) Include only charges for service described in Contract Section A and in Accordance with payment terms and conditions set forth in Contract Section C;
 - (2) Not include any future work but will only be submitted for completed service; and
 - (3) Not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or

Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
 - a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract 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 Personnel, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Personnel, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the

State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:
Deputy Commissioner
Department of Finance and Administration
Bureau of TennCare
310 Great Circle Road
Nashville, TN 37243
darin.j.gordon@state.tn.us
(615) 507-6443 (Phone)
(615) 741-0882 (Fax)

The Contractor:
Tom Turner, President
Document Solutions of Nashville, Inc.
414 Union Street, Suite 1210
Nashville, TN 37219
tturner@dsionline.biz

(615) 255-5343 (Phone)
(615) 255-4160 (Fax)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Partial Takeover. 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, including, but not limited to, any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least thirty (30) days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products created, designed, developed, derived, documented, installed, or delivered to the State under this Contract. The State shall have royalty-free and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- E.7. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in

connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.

E.10. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not

violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.12. HIPAA and HITECH Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) under the American Recovery and Reinvestment Act of 2009 (ARRA) and their accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and HITECH and their accompanying regulations, and shall comply with all applicable HIPAA and HITECH requirements in the course of this Contract including but not limited to the following:
 1. Compliance with the Privacy Rule, Security Rule, Notification Rule;
 2. The creation of and adherence to sufficient Privacy and Security Safeguards and Policies;
 3. Timely Reporting of Violations in Use and Disclosure of PHI; and
 4. Timely Reporting of Security Incidents.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and HITECH and their regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA and HITECH.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and HITECH and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA and HITECH.
- E.13. Intellectual Property. Neither party shall acquire any rights in the other party's Confidential Information under this Contract except the limited rights necessary to perform or carry out the intended purposes set forth in this Contract. This Contract grants no license by either party to the other, either directly or by implication, estoppel or otherwise.
- E.14. Use of Information Provided by TennCare. Contractor shall not use any information obtained pursuant to this Contract in any manner except as necessary for the proper discharge of its obligations and rights under this Contract.

- E.15. Retention of Information or Data. Upon the written request of TennCare, the Contractor shall promptly return to TennCare any and all Confidential Information delivered in connection with the Transaction and/or Services, including all copies thereof or extracts therefrom held by the Contractor, except that to the extent Confidential Information is contained in analyses, compilations, forecasts, studies or other documents prepared by the Contractor or its Representatives ("Reports"), such Reports will be retained by the Contractor and kept confidential subject to the terms of this Contract, or will be destroyed upon the request of TennCare and such destruction will be confirmed in writing.
- E.16. Duty to Protect. Confidential Information (i) will be held by the Contractor in strictest confidence at all times; (ii) will not be disclosed or divulged by the Contractor to any person or entity, except those employees and agents of the Contractor who require access to such information, and only after those employees and agents have been instructed that the information is subject to the confidentiality obligations set forth herein; and (iii) will not be used by the Contractor for any purpose not set forth herein or otherwise authorized in writing by TennCare. The Parties will diligently exercise the highest degree of care to preserve the security and integrity of, and prevent unauthorized access to, the Confidential Information. By executing this Contract, the Contractor and TennCare assure that each respective organization has established written policies and procedures relating to confidentiality, including the confidentiality of medical records. The Contractor and TennCare further assure, by executing this Contract, that its respective organization has implemented administrative, technical and physical safeguards and mechanisms that protect against the unauthorized or inadvertent disclosure of confidential information to any person or entity outside its organization. All documents or information, (whether written, graphic, oral, electronic, visual or fixed in any tangible medium or expression) will be housed at the site of the Contractor during all stages of the process.
- E.17. Disclosure. If the Contractor or any of its Representatives, or anyone to whom the Contractor transmits the Confidential Information, becomes legally obligated (by oral questions, interrogations, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the Confidential Information, the Contractor will use its best efforts to provide TennCare with prompt written notice so that TennCare may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If such protective order or other remedy is not obtained, or if TennCare waives compliance with the provisions of this Contract, the Contractor or its Representatives will furnish only that portion of the Confidential Information which it is legally required to disclose and will exercise its diligent efforts to obtain reliable assurance, to the extent that such assurance can be obtained, that confidential treatment will be accorded the Confidential Information.
- E.18. Tennessee Bureau of Investigation Medicaid Fraud and Abuse Unit (MFCU) Access to Contractor and Provider Records Office of TennCare Inspector General Access to Contractor, Provider, and Enrollee Records

Pursuant to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations, MFCU and TennCare OIG shall be health oversight agencies as defined at 45 C.F.R. §§ 164.501 and 164.512(d) and 65 F.R. § 82462. When acting in their respective capacities as health oversight agencies and in compliance with federal regulations, MFCU and TennCare OIG do not need enrollee authorization to obtain enrollee protected health information (PHI). Because MFCU and TennCare OIG will request the information mentioned above for health oversight activities, "minimum necessary" standards do not apply to disclosures to MFCU or TennCare OIG that are required by law. See 45 C.F.R. §§ 164.502(b)(2)(iv), 164.502(b)(2)(v), and 164.512(d).

The Contractor shall immediately report to MFCU all factually based known or suspected fraud, abuse, waste and/or neglect of a provider or Contractor, including, but not limited to, the false or fraudulent filings of claims and/or the acceptance or failure to return money allowed or paid on claims known to be false or fraudulent. The Contractor shall not investigate or resolve the suspicion, knowledge or action without informing MFCU, and must cooperate fully in any investigation by MFCU or subsequent legal action that may result from such an investigation.

The Contractor and all its health care providers who have access to any administrative, financial, and/or medical records which relate to the delivery of items or services for which TennCare monies are expended, shall, upon request, make them available to MFCU or TennCare OIG. In addition, the MFCU must be allowed access to the place of business and to all TennCare records of any Contractor or health care provider, during normal business hours, except under special circumstances when after hour admission shall be allowed. MFCU shall determine any and all special circumstances.

The Contractor and its participating and non-participating providers shall report TennCare enrollee fraud and abuse to TennCare OIG. The Contractor and/or provider may be asked to help and assist in investigations by providing requested information and access to records. Shall the need arise, TennCare OIG must be allowed access to the place of business and to all TennCare records of any TennCare Contractor or health care provider, whether participating or non-participating, during normal business hours.

The Contractor shall inform its participating and non-participating providers that as a condition of receiving any amount of TennCare payment, the provider must comply with this Section of this Contract regarding fraud, abuse, waste and neglect.

IN WITNESS WHEREOF:

DOCUMENT SOLUTIONS OF NASHVILLE, INC.:

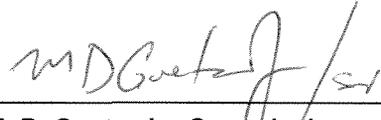


Tom Turner, President

11/10/2010

DATE

**DEPARTMENT OF FINANCE AND ADMINISTRATION
BUREAU OF TENNCARE:**



M. D. Goetz, Jr., Commissioner

11-12-10

DATE

ATTACHMENT 1
Example Unitization Rules

General Instructions

Logical Document Determination Item	Instruction
Attachment Range Determination	If the author's original intent is not clear, binding elements will be used as an alternative for determining attachment relationships.
Consecutive Single / Loose pages	<ul style="list-style-type: none"> • If there is a series of loose pages, the Contractor will review pages and logically determine document/ attachment relationship. • If an attachment relationship cannot be established between loose pages, the Contractor will treat as a series of individual documents with no attachment relationship between loose pages or surrounding documents.

Determination by Format

The following document format conventions will be used to determine a document's logical association with the next document in the collection.

Document Determination Item	Instruction
Pagination	Pagination will take precedence over the appearance of a new document. Paginated documents will not be divided (regardless of gaps in the pagination).
Table of Contents, Appendices, Indices, etc.	If a document contains a Table of Contents that explicitly refers to the contents, the Contractor will treat the document as ONE document.
Interrupted page numbering	Internal page numbering (not bates numbers) 1,2,3,4 new doc, 5,6,7 will be separated into 3 different documents. An attachment relationship will be established among the three documents.

Determination by Author's Intent

The following instructions will be used to assist in determining a document's logical association with the next document in the collection by reviewing the document's content looking for explicit references by the author to an attachment.

Document Determination Item	Instruction
Author's Intent	<p>Author's Intent will always take precedence when establishing attachment relationships. The Contractor will use the following rules to determine whether a series of documents should be treated as one record or divided into multiple records:</p> <ul style="list-style-type: none">• Explicit References in the Body of a Document: Phrases such as "Attached" or "Enclosed" usually indicate that the pages that follow are somehow related. The Contractor will review the body of a document to see if other documents are referenced.• Cover Letters and Table of Contents: If a cover letter or Table of Contents explicitly refers to other documents, review the proceeding document to see if there is a relationship.• Reference or ID numbers: Consecutive documents that consistently reference the same ID number are typically related (unless an entire file folder refers to the same ID number) and will be treated as an attachment range.• Subject Matter: Although subjective, a series of documents at times may have similar subject matters. If a series of documents have similar subject matter and are physically bound to one another, establish an attachment relationship.

Determination By Document Type

The document types listed in the following tables will be used to assist in determining a document's logical association with the next document in the collection.

Document Type	Instruction
Cover Letters and Attachments	Cover Letters that explicitly reference attached documents will be treated as the first record of an attachment range. Each document attached to the cover letter will be treated as a single record within the attachment range.

Fax Cover Sheets	Fax Cover Sheets that explicitly refer to attached documents will be treated as the first document of an attachment range. If attachments are not obviously apparent by the message on the fax cover sheet, fax header lines at the top of a page(s) will be used to determine relationships to fax cover sheets.
Envelopes, Certified Mail Receipts, and Courier slips (ex. FedEx and UPS slips)	Envelopes, Certified Mail Receipts and Courier slips will be grouped with their corresponding pages as the last page(s) of the document.
Distribution Lists	Distribution lists will not be separated from the document that is sent for distribution.
Agreement / Contract	The contract and each amendment, addendum, exhibit and schedule will be treated as one record.
Binders and Binder tabs	Binders that have unique documents (i.e. the documents have an independent existence outside of the binder), document breaks will be inserted accordingly. A binder will be treated as one document only if the binder contains a title page, table of contents and the documents do not have an independent existence outside of the binder. In other words, A Binder that serves the purpose of a "Cover" to a unique document (i.e. Book, Volume, Report, Manual, etc) that often contains a Table of Contents/Index or an informative Cover Title will be coded as one document.
Manuals / Reports	Manuals and reports will be treated as one document.
File Folders	File Folders will be treated as a stand-alone, single page document.

Charts / Graphs	A continuous series of charts or graphs will be divided into documents by subject matter. The following criteria will be used to determine whether charts will be kept as one document or divided into multiple documents: <ul style="list-style-type: none"> • Pagination • ID Number • Date Range of reports • Subject matter
Pleadings / Affidavits / Court Papers	The pleading will be defined as the parent document and exhibit and/or supporting documentation will be separated as individual documents and attached to the pleading.

Presentation Slides	Presentation slides that deal with a variety of subjects and are used for one presentation will be treated as a single record.
Financial Reports	A continuous series of financial reports will be divided by subject matter. The following criteria will be used in determining whether multiple financial reports will be kept as one record or divided into multiple records: <ul style="list-style-type: none"> • Pagination • ID Number • Date Range of reports • Subject matter
Travel & Expense Report / Itineraries	All tickets and receipts will be treated as a single record with its itinerary.
Foreign Documents	The Contractor will rely on physical boundaries for foreign documents.

Consecutive Print-outs of Emails	The Contractor will treat emails threads as one record.
Consecutive Print-outs of Emails	The Contractor will read into the content of emails to determine whether the emails should be treated as one document or if emails should be divided and an attachment relationship established accordingly.
Phone Books	Treat as one document. Do not break up.
Patent Figures or Diagrams	<i>Figures or Diagrams attached to Patents:</i> This will not be a separate document, but will be included with the text of the patent. <i>Certificates of Corrections:</i> Certificates of Corrections that are attached to patents will be treated as separate documents within an attachment range
Patent File Histories	Patent File Histories will be kept as one attachment range. Document breaks will be inserted into Patent File Histories based on unique attributes.
Schematics/Technical Drawings	Information in the legend (revision numbers, unique identification numbers, part / product numbers, sites and/or locations) will be compared to determine whether a series of drawings should be kept as one document.

ATTACHMENT 2
Sample Coding Manual

The following will outline in detail the fields the Contractor will code from the document collection as well as provide the parameters under which our coding team will work.

GENERAL RULES REGARDING EMAIL STRINGS

Strings of email messages unitized as single documents will be coded following these guidelines:

- Enter the date from the latest email in the docdate field.
- Review the author fields of ALL the emails in the string and code up to 10 authors starting with the latest email followed by all previous messages.
- Review the recipient fields of ALL the emails in the string and code up to 10 recipients starting with the latest email followed by all previous messages.
- Review the cc/bcc fields of ALL the emails in the string and code up to 10 cc/bcc names starting with the latest email followed by all previous messages.

1.	FIELD NAME:	begno
	FIELD TYPE:	Text – Single Entry
	FORMAT:	AAA#####
	DESCRIPTION:	This field captures the image key assigned to the first page of a document. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process.
	required (y/n):	Yes
	open issues:	None

2.	FIELD NAME:	endno
	FIELD TYPE:	Text – Single Entry
	FORMAT:	AAA#####
	DESCRIPTION:	This field captures the image key assigned to the last page of a document. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process.
	required (y/n):	Yes
	open issues:	None

3.	FIELD NAME:	begatt
	FIELD TYPE:	Text – Single Entry
	FORMAT:	AAA#####
	DESCRIPTION:	This field captures the image key assigned to the first page of the first document within an attachment range. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process.
	required (y/n):	No
	open issues:	None

4.	FIELD NAME:	endatt
	FIELD TYPE:	Text – Single Entry

FORMAT: AAA#####
DESCRIPTION: This field captures the image key assigned to the last page of the last document within an attachment range. This value is determined during the unitization and imaging processes and the field is populated during an automated loading process.
required (y/n): No
open issues: None

5. **FIELD NAME:** docdate
FIELD TYPE: Date – Single Entry
FORMAT: MM/DD/YYYY
DESCRIPTION: This field captures the document creation date. Validation behind this field only accepts dates entered in the above format, helping to ensure data accuracy and consistency.
required (y/n): Yes
coding instructions: Review each document page to determine the document date. In the case of multiple dates on the primary document, the earliest date will be coded. Any missing date information will be zero filled (e.g. January 1995 will be coded as 01/00/1995). If a document is undated, a reasonable attempt at determining at least a year value should be made. If a reasonable attempt at determining a year value has failed, 00/00/0000 will be coded. When a document is dated by quarter, the following dates will be coded:
1st Quarter 03/31/YYYY
2nd Quarter 06/30/YYYY
3rd Quarter 09/30/YYYY
4th Quarter 12/31/YYYY
open issues: None

6. **FIELD NAME:** doctype
FIELD TYPE: Text – Single Entry
FORMAT: Values defined in a lookup table
DESCRIPTION: This field captures the most appropriate document type from a supplied list of applicable values which will be loaded into a lookup table. Automated data entry validation only accepts entry of a value selected from the lookup table
required (y/n): Yes
coding instructions: Review each page to determine the most appropriate document type and select it from the lookup table pick list. Multiple document types can be coded per document. Use the descriptions listed below to determine the most applicable document type.

DOCUMENT TYPE	DESCRIPTION
Agreement	Contract, Agreement, Letter Agreement, Amendment (includes drafts and unsigned), Deed, Mortgage, Lease, Legal Descriptions of Property and other Real Estate Documents.
Article	Newspaper Article, News Bulletin, Press Release, and Similar Types of Published Literature.
Brochure	Company Brochure, Advertisement, and similar types of literature.

Calendar	Diary, Calendar and Schedule.
Email	Printout of an Electronic Mail Message.
Fax	Facsimile Cover Sheet, Routing Slip.
Financial	Bank Statement, Check, Audit Work Paper and Financial Report.
Folder	File Folder Label.
Graphic	Chart, Graph, Map, Photograph, Drawing, Blueprint, Flowchart, Design.
Handwritten Notes	Informal Information kept for author's reference.
Invoice	Invoice, Purchase Order, Statement.
Letter	Written or typed Correspondence between individuals.
Memo	Memoranda, Phone Message.
Other	Enter "Other" only if no other document type is readily identifiable. Not to be used as a "Catchall".
Pleading	Any court document except for Transcripts. Examples include: Status Report, Affidavit, Complaint, Amended Complaint, Answer to Complaint, Notice of Deposition, Discovery Requests, Motions, Briefs, Orders, Opinions, Judgments.
Report	Report, Study. Organized, written material about a subject consisting of an assessment, description, explanation, justification, course of action or presentation of fact.
Spreadsheet	Any document consisting primarily of numbers in table form. Examples include: Budget, Forecasts, Expense Sheet.
Transcript	Deposition or Trial Transcript. May have numbered paragraphs and be in the form of questions and answers.

open issues:

These doctypes represent our standard list. This list can be customized to specific types pertinent to your project.

7. **FIELD NAME:** doctitle
FIELD TYPE: Text
FORMAT: Free Text
DESCRIPTION: This field captures a readily identifiable document title. Validation requires an entry into this field by the coder.
required (y/n): Yes
coding instructions: Review each page of the document to ascertain the appropriate DOCTITLE according to the following rules:
- If there is a readily apparent document title on the document, enter it verbatim.
 - If there is no readily apparent document title and there is a "re:", "subject" or similar line, then the contents of that line are to be entered.
 - Case captions are not to be coded as a Document Description. The pleading title is to be coded as the Document Description.
 - If no title appears at all, and the document contains bibliographical information, create a title by reviewing the body of the document until a descriptive title can be created. Enclose any created and enhanced titles within brackets [].

open issues: None

8. **FIELD NAME:** AUTHOR
FIELD TYPE: Text – Multiple Entry
FORMAT: Last Name, First Name; Organization
DESCRIPTION: This field captures the name of each document author. The field is a multiple entry field to allow for the entry of more than one author. Multiple names will be separated by a semicolon and a space. No more than 10 authors will be coded per document.
- required (y/n):** No
coding
instructions: Review each document page to ascertain every document author. An author is defined as a person or organization. If the author is an organization, enter the organization name without any beginning articles or punctuation. Do not relate organizations to personal names. Code personal names and organizations as separate values. The following rules will apply during coding:
- The author is the person(s) or organization(s) who created, wrote, signed, approved, submitted or prepared a document. Typically the author name is located on the first or last page of a document.
 - If there is no personal author, enter the organization name on the letterhead or other location as the author if the organization is clearly the author.
 - If a document contains only the first name of an author, enter the first name.
 - Enter nicknames exactly as they appear on the document.
 - Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc.
 - Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc.
 - If a document contains an illegible author, enter “Illegible” as an author. If a document contains multiple illegible names, enter “Illegible” only once.
 - If the author’s initials, first name and full name appear (e.g. “from: JD” and “John Doe” is written on the top of the page), enter the full name, not the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.
 - If an original author name has been crossed out and replaced with a new name, enter the original and replacement author.
 - If a person signs a document “for” another or “P.P.” (per proxy), enter both names as authors.
 - If a document contains more than 10 authors, code the first 10 in the order listed on the document.
 - If you cannot identify an author, leave the field blank.

open issues: None

9.	FIELD NAME: FIELD TYPE: FORMAT: DESCRIPTION:	Recipient Text – Multiple Entry Last Name, First Name; Organization This field captures the name of each document recipient. The field is a multiple entry field to allow for the entry of more than one recipient. Multiple names will be separated by a semicolon and a space. No more than 10 recipients will be coded per document.
	required (y/n): coding instructions:	No Review each document page to ascertain every document recipient. A recipient is defined as a person or organization. If the recipient is an organization, enter the organization name without any beginning articles or punctuation. The following rules will apply during coding: <ul style="list-style-type: none"> • Enter typed recipients, if given, on unsigned documents. • If a document contains only the first name of a recipient, enter the first name. • If a document is addressed to a recipient and “in care of” (c/o) another, enter both names as recipients. Do not enter a hotel or P.O. box that is listed as an “in care of”. • If a document is addressed to the members of a formal group (e.g. to: members of the insurance committee), enter the group and all its members as recipients. The group member names are often contained on a list attached to the document. If a member name is not given, enter the group name only. • The file can constitute a document recipient. • For distribution lists containing more than 10 names, capture only the first 10. • When a document contains a preprinted or stamped routing list, enter all names on the list as recipients regardless of which names are checked or circled. • If a memo is “to” one person and “through” a different person, enter both names listed after “to” and “through” as recipients. • Capture the names/organizations listed under “prepared for” or “submitted to” as recipients. • Enter nicknames exactly as they appear on the document. • Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc. • Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc. • If a document contains an illegible recipient, enter “Illegible” as a recipient. If a document contains multiple illegible names, enter “Illegible” only once. • If the recipient’s initials, first name and full name appear (e.g. “to: JD” and “John Doe” is written on the top of the page), enter the full name, not

the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.

- If you cannot identify a recipient, leave this field blank.

open issues: None

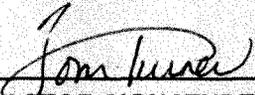
10. **FIELD NAME:** CC
FIELD TYPE: Text – Multiple Entry
FORMAT: Last Name, First Name; Organization
DESCRIPTION: This field captures the name of each party copied on a document. The field is a multiple entry field to allow for the entry of more than one CC. Multiple names will be separated by a semicolon and a space. No more than 10 CCs will be coded per document.
- required (y/n):** No
coding
- instructions:** Review each document page to ascertain every party copied on a document. A CC is defined as a person or organization. If the CC is an organization, enter the organization name without any beginning articles or punctuation. The following rules will apply during coding:
- Capture all names listed as blind carbon copies (bcc) in this field as well.
 - If a document contains only the first name of a CC, enter the first name.
 - If a document is copied to the members of a formal group (e.g. cc: members of the insurance committee), enter the group and all its members in the CC field. The group member names are often contained on a list attached to the document. If a member name is not given, enter the group name only.
 - The file can constitute a document CC.
 - For distribution lists containing more than 10 names, capture only the first 10.
 - When a document contains a preprinted or stamped routing list, enter all names on the list as CCs regardless of which names are checked or circled.
 - Enter nicknames exactly as they appear on the document.
 - Enter titles following personal names to distinguish between persons with the same name, such as Jr., Sr., III, etc.; but do not enter the following titles: Mr., Mrs., Dr., Esq., Ph.D., MD, etc.
 - Standard abbreviation rules will apply. For example enter Co. for Company, Inc. for Incorporated, etc.
 - If a document contains an illegible CC, enter “Illegible” in the CC field. If a document contains multiple illegible names, enter “Illegible” only once.
 - If the CC’s initials, first name and full name appear (e.g. “cc: JD” and “John Doe” is written on the top of the page), enter the full name, not the initials, or first name. Always enter the fullest name given. If it is uncertain whether the initials, first name and full name belong to the same author, then enter all three.
 - If you cannot identify a CC, leave this field blank.

open issues: None

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	FA 11 - 33968 - 00
CONTRACTOR LEGAL ENTITY NAME:	Document Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	621769387

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

TOM TURNER - PRESIDENT

PRINTED NAME AND TITLE OF SIGNATORY

11/10/2010

DATE OF ATTESTATION

