

Focus Care, Inc. **DBA**
Focus EduVation, Inc.

500 West Cummings Park, Suite 2700, Woburn, MA 01801

~~NEBRASKA~~

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

Proposal for

**Drug Overdose Prevention Instructional
Videos**

RFP No: 6156 Z1

Issue Date: October 02, 2019

Technical Proposal

Submitted to Holly Glasgow & Keith Roland
Department of Health and Human Services

Submitted by Vik Aurora
Senior Vice President, Strategic Partnerships
Focus EduVation, Inc.

Statement of Need:

The Department of Health and Human Services (DHHS) require services to create and update educational and training videos to reduce drug misuse, abuse and overdoses.

Focus EduVation
EDUCATION AND INNOVATION SIMPLIFIED

www.focuseduvation.com

Date of Submission:
October 25, 2019

Drug Overdose Prevention Instructional Videos

October 25, 2019

To:

Holly Glasgow & Keith Roland
Department of Health and Human Services
PO Box 94926
Lincoln, NE 6850

Dear Holly,

SUB: Submission of Proposal for Drug Overdose Prevention Instructional Videos

REF: RFP Number: 6156 Z1; Issue Date: October 02, 2019

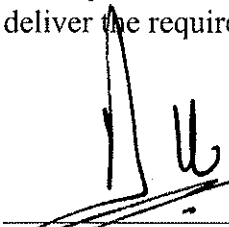
Please accept this document as our business and cost proposal to create and update three (3) educational and training videos to assist with DHHS's efforts to reduce drug misuse, abuse and overdoses. These videos will be used by prescribers, pharmacists, nurses and nursing assistants to increase their knowledge around drug misuse, overdoses and deaths.

About Focus EduVation, Inc.

Focus EduVation, Inc. is an e-learning company and has been in operations since 2009. We provide a portfolio of services that includes development of training videos, online courses, content development, game and decision-based simulations, interactive case studies, scenario-based learning modules, and concept clips for educational publishers, higher education institutions, professional organizations and corporates.

Over the past several years, and after having built 22,000 videos with over 595,000 hours of online content, Focus EduVation continues to harness emerging designing tools along with a team of superior content creators to enable a new era of teaching, learning as well as promotion.

Focus EduVation has a strong interest to work with the DHHS. We, at Focus EduVation, have the expertise and experience with video development, and the confidence in our abilities to undertake the project and deliver the required services.



(Authorized Signatory)

Vik Aurora

Senior Vice President, Strategic Partnerships

Focus EduVation, Inc.

Tel: (781) 376 6922 | Email: vikhaas.a@focuseduvation.com

Drug Overdose Prevention Instructional Videos

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Tab 1 – Completed and Signed Forms

Please find the below mentioned completed and signed forms enclosed separately as ***“Signed Forms and Documents”***.

Signed Forms

1. Request for Proposal for Contractual Services Form
2. Form A Contractor Proposal Point of Contact
3. Acceptance / Rejection of Terms and Conditions Pages

Other Documents

1. Audited financial statements of Focus Care, Inc. (the legal firm name of Focus EduVation, Inc.)

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Tab 2 – Corporate Overview

2.1 Contractor Identification and Information

Company Name	Focus EduVation, Inc.
Company's headquarters Address	500, West Cummings Park, Suite 2700, Woburn, MA 01801
Type of Organization	C-Corporation; Privately held For-Profit
State to do business	Massachusetts (MA)
Year the entity was organized to do business	2009
The name and form of organization has changed since first organized	No
Telephone Number	(781) 376 6922
Fax Number	(781) 935 2775
Email Address of individual with whom contract would be written	vikhaas.a@focuseduvation.com
Website	www.focuseduvation.com

2.2 Financial Statements

Please find the recent audited financial statements enclosed separately as “Signed Forms and Documents”

Banking reference:

Eastern Bank
265 Franklin Street, 2nd Floor
Boston, Massachusetts 02110
Account Number: 601622945

Pending or expected litigation

Focus EduVation, Inc. hereby declare that there is no pending or expected litigation, or other real or potential financial reversals against Focus EduVation, Inc. in the past five (5) years, which might materially affect the viability or stability of the organization.

2.3 Change of Ownership

Focus EduVation, Inc., hereby affirm that, we do not foresee any change in ownership or control of the company during the twelve (12) months following the proposal due date and if there will be any change in the circumstances, Focus EduVation will notify in advance to the State.

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2.4 Office Location

Focus EduVation, Inc.

500 West Cummings Park, Suite 2700, Woburn, Massachusetts 01801.

2.5 Relationships with the State

Focus EduVation, Inc. hereby declare that **we do not** have any dealing with the State over the previous two (2) years.

2.6 Contractor's Employee Relations to State

Focus EduVation, Inc. hereby declare that no employee of any agency of the State of Nebraska is **neither** employed by Focus EduVation **nor** is a subcontractor of Focus EduVation within the past twelve (12) months.

2.7 Contract Performance

Focus EduVation, Inc. hereby declare that **there are no** terminated contracts by any state agency or other entity prior to completion during the past two (2) years.

Focus EduVation, Inc. hereby declare that **there are no** terminated contracts by any state agency or other entity for convenience, non-performance, non-allocation of funds, or any other reason during the past two (2) years.

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2.8 Summary of Contractor's Corporate Experience

2.8.1 List of Previous Projects

PROJECT 1	
COMPANY NAME: Kennesaw State University	
COMPANY ADDRESS: 1000 Chastain Road, Kennesaw, GA 30152	
DATE & TYPE OF SERVICES PROVIDED: Development of Animated Videos in career development. Period April 2016 – August 2016	
CONTACT PERSON: Ana Baida	
PHONE NUMBER: (470) 578 6555	EMAIL: abaida@kennesaw.edu
Project Description: The project involved development of eight (08) short duration video series of online modules that enhances the career development for KSU students and alumni through awareness and online learning. The video development services included preproduction, production and post-production activities. Each video included engaging and educational infographics alongwith real footage, motion graphics, voice over, music and audio soundbites, video placement for various websites, classrooms, YouTube, Social Media sites, Website Home Page, etc.	

PROJECT 2	
COMPANY NAME: NYU Tandon School of Engineering	
COMPANY ADDRESS: 6 MetroTech Center, Brooklyn, NY 11201	
DATE & TYPE OF SERVICES PROVIDED: Development of Talking Head or Video Lectures	
CONTACT PERSON: Jessie Guy-Ryan, Associate Director for Online Learning	
PHONE NUMBER: (646) 997 3543	EMAIL: jessie.guyryan@nyu.edu
Project Description: This project includes development of twenty (20) lecture videos with animations, graphics and on-screen text. The project was completed in 6 months.	

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PROJECT 3	
COMPANY NAME: Nissan-USA	
COMPANY ADDRESS: P.O. Box 685001, Franklin TN 37068-5001	
TYPE OF SERVICES PROVIDED: Employee training and development Videos	
CONTACT PERSON: Raymond Kolis	
EMAIL: kolisr@nissan-usa.com PHONE NUMBER: (615)725 5491	
<p>Project Description: Developed video-based interactive eLearning course modules of 20-30 minutes in multiple languages. Each module consisted of engaging graphics, voiceover narration, animations and Interactive elements such as learner engagement through point and click, drag/drop, etc., mix of Reading of texts and diagrams, True/false questions, Simple multiple choice questions, Mouse over texts/Pop up, Drag and drop exercises, Matching exercises.</p>	

PROJECT 4	
COMPANY NAME: Bankers Life	
COMPANY ADDRESS: 111 East Upper Wacker Drive, Floor 21, Chicago, IL 60601	
TYPE OF SERVICES PROVIDED: Developed a series of whiteboard animation videos for both internal and external (consumer) use. Video topics were varied and ranged from product discussions to agent	
CONTACT PERSON: Allie Frane, Marketing Specialist	
PHONE NUMBER: (312) 396 6154	EMAIL: allison.frane@cnoinc.com
<p>Project Description: Focus EduVation, Inc. provided pre-production, production, and post-production services to deliver animated videos. The included a series of three videos on the suite of Bankers Life insurance products and services, each of which will be approximately 90 – 120 seconds in length. These are animated videos created using the ‘Line-Art’ style of animations. The project was completed in 2 months timeframe.</p>	

2.8.2 Focus EduVation Experience

Focus EduVation, Inc. is established in 2009 and has 10 years of extensive experience in building training and educational videos for clients with varied needs. We have experience in designing and building videos for publishers, higher educational institutions, professional organizations, and corporations. We have the expertise to design and develop videos in various styles including Ken Burns, Whiteboard, Line-Art, Character Style, and Real-Life footage with talent.

Our teams bring experience with well-researched, context-appropriate and visually engaging content. We manage the voiceovers and all the talent required during the production process. From setting milestones and

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managing expectations, we work hard to meet the defined guidelines on time and build differentiated learning styles.

We develop videos that include static art, images, animations, and real-life footage. We also blend the videos with interactivities, graphs, videos, applets, and simulations. Our multidisciplinary teams strive to create innovative, scalable, tailor-made video solutions.

Listed below is a sample of the various types of video development projects that Focus EduVation has undertaken in the higher education, corporate and state/federal government segments:

- Promotional videos using animations on marketing and branding topics
- Conceptual Learning through case studies videos (Line-Art style) and animated videos
- Lecture Videos using videos recorded live during lectures with animations, graphics and interactivities
- Concept Instructional videos
- Videos on Mexican Culture and Civilizations comprising a mix of real background images, illustrated, and animated color character graphics in a slideshow presentation where white line-art overlay graphics would animate on the screen at key points. There were also special effect sounds, background Mexican cultural music, and English and Spanish VOs along with English subtitles for the Spanish
- Interactive Online Courses that included instructional videos with audio narrations and animations
- Textual, Video and Audio based introductory course coupled with simple animations, graphics and interactive navigational features to introduce the concepts related to the course topic

Our ability to meet DHHS Needs

The listed skill sets and strengths of technology professionals at Focus EduVation would meet the needs and initiatives for DHHS in providing the required training and educational Videos.

Required Skills:

- Visualization
- Storyboarding
- Graphics
- Animation
- Voice recording and integration
- Sound engineering
- Special effects
- Videography
- Video editing

Strengths:

- Strong visualization
- Creative storyboarding
- Extremely versatile graphics and animation team capable of working on various animation and video styles
- Demonstrable scale and ability to ramp up quickly
- Quick turn-around times
- Highly creative and innovative teams to undertake projects from concept design to production
- Highly solution focused and Outdoor Shooting experience
- Writing, editing and directing screenplays and for Indoor and outdoor video shoots

Samples of Work

http://wow.focuseduvation.com/Sample/Dave_and_Buster/Diversity/version2/story.html

http://wow.focuseduvation.com/Sample/nyu/Module_4_Topic_5/story.html

http://wow.focuseduvation.com/sample/Laureate/story_telling/

http://wow.focuseduvation.com/Laureate/NUR6052/NUR6052_M1.mp4

http://wow.focuseduvation.com/Sample/nyu/Machine_learning/week_1/Lesson_1/Mainvideo_5/

http://wow.focuseduvation.com/Sample/nyu/Machine_learning/week_1/Lesson_1/Mainvideo_1/

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2.8.3 Subcontractor

Focus EduVation, Inc. do not involve or engage any subcontractors in the execution of this project. Focus EduVation will use its own resources and equipment to execute this project.

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2.9 Summary of Contractor's Proposed Personnel/Management Approach

2.9.1 Project Management Approach

Focus EduVation, Inc. is a matrixed organization that fosters an environment of collaboration and teamwork. A Senior Project Manager will be the Single Point of Contact (SPOC). The responsibilities of the Senior Project Manager include:

- Overseeing the full life cycle of the project
- Interfacing between the client and the development team, scheduling deliverables, ensuring the team has the information and resources it needs to get the job done.
- Resource hiring, deployment, and engagement
- Expectation setting and management
- Assessment of potential risks and devising comprehensive risk mitigation strategies

We use project management systems with excellent bug-tracking, such as JIRA and Basecamp. These tools ensure date, time, and message trails and can effectively handle quick communication and resolution of issues. We also have video conferencing facilities for project meetings.

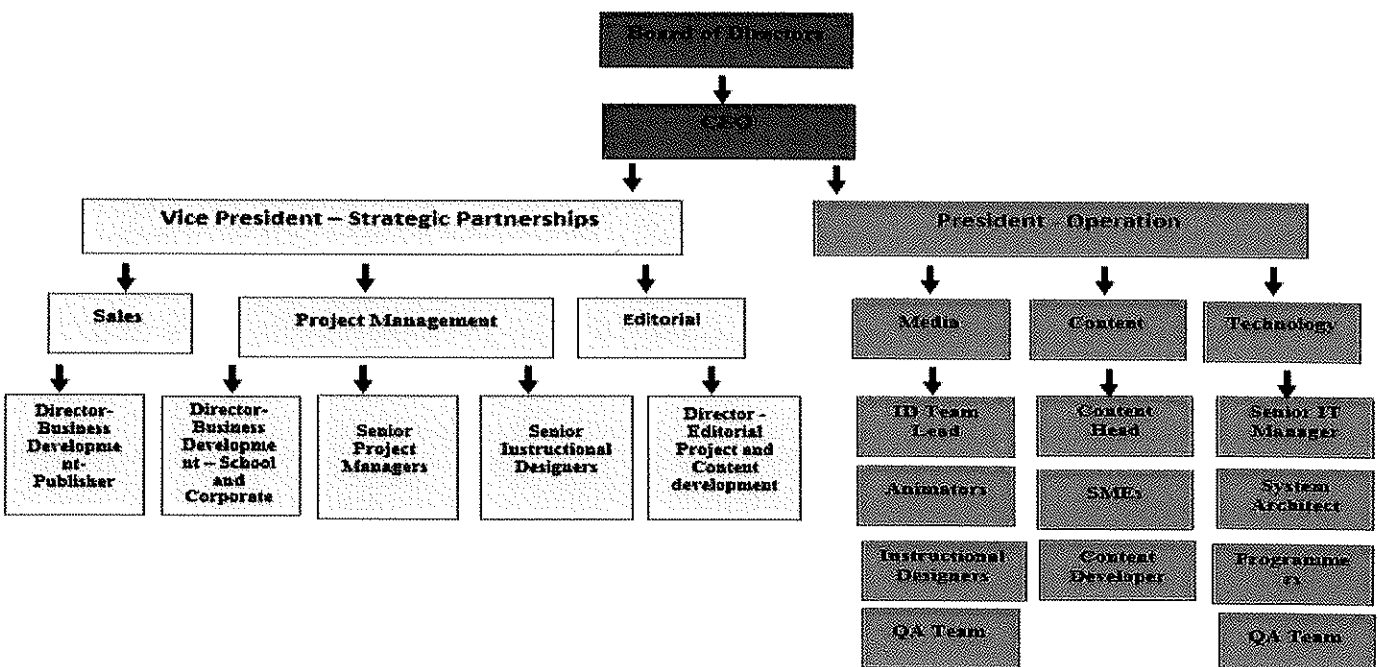
Project Engagement and Communication Process

Client engagement plays a key role in our execution approach of any project. We believe in effective, timely, and consistent communication.

Focus EduVation SPOC works closely with client stake holders and the production team and communicates regularly (via emails, phone calls, audio, or video conferences as required) about schedules, status reports, potential obstacles, risks, mitigation strategies, or wide-ranging implications. Regular and timely communication with the client and production team from the initial wireframing to delivering the finished product helps avoid process and communication gaps when executing projects.

2.9.2 Project Staff and Structure

Corporate Structure



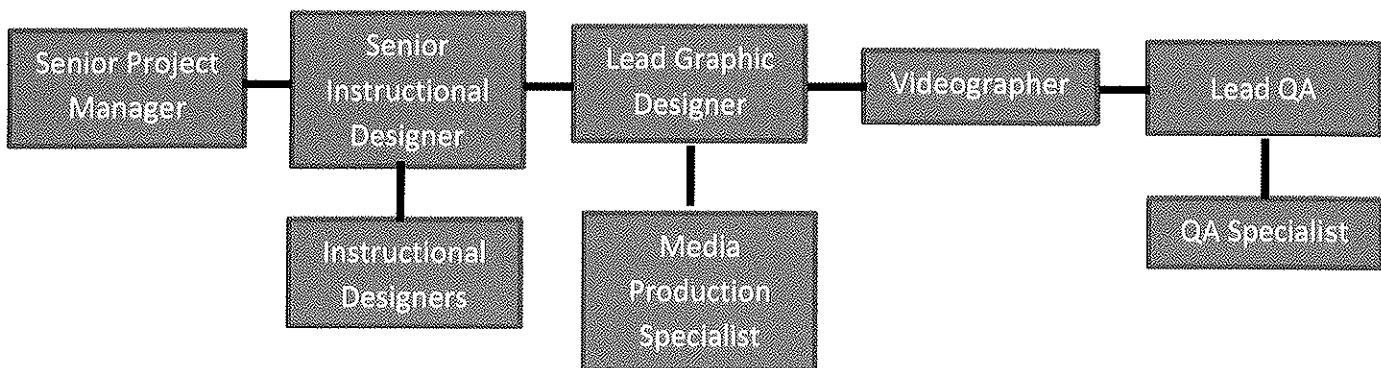
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Project Organization Chart

Focus EduVation’s content, media and technology solutions team will be involved in this project and work in a collaborative environment to support The DHHS with development of videos.

In the context of this project, we follow a clearly mandated process that starts with The DHHS by understanding the stated objectives and goals of the project. From there, our team will brainstorm solutions and work with our instructional designers to enhance and elevate the original idea. A team of specialized reviewers will fine-tune the ideas before handing them over to our media development team.

Project Organization Chart



Proposed Team for this Project

Resource Name & Title	Roles and Responsibilities	Experience	No of Resources
Jonathan Phillips (Senior Project Manager)	Single point-of-contact for setting and managing expectations on a project. Works closely with our production and SJCOG teams and is responsible for delivering on milestones.	12 Years	01
Milo Emard Instructional Designer	Write storyboards, scripts, and work with SJCOG staff and production team to develop video content and supporting materials	6 Years	01
Andrew Hart (Media Production Specialist)	<ul style="list-style-type: none"> Create user interfaces, images, animations, illustrations, video, and audio Creates and manage visuals, layouts and design specs, collaborates with artists and delegates work to a team of designers 	8 Years	02
Chad Ridgely Videographer	Direct multi-camera studio equipment and video switching, involve in live productions, set up and place the lighting and the audio equipment, reviews the footage that is shot, and delivers the final video footage.	5 Years	01
Video Editors	Manipulate and edit film pieces and take a brief to grasp production team’s needs and specifications. Trim footage segments and put together the sequence of the film, input music, dialogues, graphics and effects. Create rough and final cuts	3 Years	
Dennis Wright (QA Specialist)	Quality checks, copyediting and proofreading and check on any iterations done	5 Years	

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We strongly believe that the above team structure will ensure an effective video production project execution for DHHS. Focus EduVation's project team composition for DHHS has proven ability to work together toward a common vision. Seamless collaboration, a strong work ethic, and shared goals are the hallmarks of this team's composition where each professional plays their part in the process to deliver videos that exceeds expectations to achieve project objectives, on time and on budget.

Focus EduVation has the experience and ability to meet deadlines with reliable and quality products. With judicious use of project planning and best practices in the industry, we can develop and deliver as many as 100 videos in a calendar year.

We have an in-house video development team consisting of qualified and experienced instructional professionals. We also maintain bench staff strength of 22% as additional resources for every project.

While we are cognizant of making our recommendations explicit, we do not want this to be a cost burden that will lead to impact in the ROI of this project.

2.9.3 Resumes

Please find the Resume enclosed in "***Exhibits***" of this proposal document

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2.9.4 References

REFERENCE 1	
COMPANY NAME: Kennesaw State University	
COMPANY ADDRESS: 1000 Chastain Road, Kennesaw, GA 30152	
DATE & TYPE OF SERVICES PROVIDED: Development of Online courses in career development. Period April 2016 – August 2016	
CONTACT PERSON: Ana Baida	
PHONE NUMBER: (470) 578 6555	EMAIL: abaida@kennesaw.edu
REFERENCE 2	
COMPANY NAME: NYU Tandon School of Engineering	
COMPANY ADDRESS: 6 MetroTech Center, Brooklyn, NY 11201	
DATE & TYPE OF SERVICES PROVIDED: Development of Online courses	
CONTACT PERSON: Jessie Guy-Ryan, Associate Director for Online Learning	
PHONE NUMBER: (646) 997 3543	EMAIL: jessie.guyryan@nyu.edu
REFERENCE 3	
COMPANY NAME: Nissan-USA	
COMPANY ADDRESS: P.O. Box 685001, Franklin TN 37068-5001	
TYPE OF SERVICES PROVIDED: Employee training and development	
CONTACT PERSON: Raymond Kolis	
EMAIL: kolisr@nissan-usa.com	PHONE NUMBER: (615)725 5491
REFERENCE 4	
COMPANY NAME: Bankers Life	
COMPANY ADDRESS: 111 East Upper Wacker Drive, Floor 21, Chicago, IL 60601	
TYPE OF SERVICES PROVIDED: Developed a series of whiteboard animation videos for both internal	
CONTACT PERSON: Allie Frane, Marketing Specialist	
PHONE NUMBER: (312) 396 6154	EMAIL: allison.frane@cnoinc.com

2.9.5 Subcontractors

Focus EduVation, Inc. do not involve or engage any subcontractors in the execution of this project. Focus EduVation will use its own resources and equipment to execute this project

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Tab 3 – Completed Section II through IV

Please find the *completed Section II through IV* enclosed separately as “*Signed Forms and Documents*”

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Tab 4 – Project Description and Scope of Work

Our Knowledge about The Nebraska DHHS

The Nebraska Drug Overdose Prevention Program in the Division of Public Health is working to improve the health, safety, and wellbeing of Nebraskans through multiple efforts. Drug overdose prevention efforts include

- The Nebraska Pain Management Guidance Document promotes consistent, safe and effective pain management standards for Nebraska prescribers. The document includes information on treating acute pain, chronic pain, and non-opioid options for pain treatment, treating pain in special populations, and opioid tapering.
- Creating awareness about expanded access to naloxone, a drug that can be given to people experiencing an opioid overdose

4.1 Our Understanding of the Project Requirements

Goal: To create educational resources and training on naloxone to increase their knowledge around drug misuse, overdoses and deaths

To achieve this, The State of Nebraska (State), Department of Health and Human Services (DHHS) require services to create and update educational and/or training videos to reduce drug misuse, abuse and overdoses.

Summarized below is the project requirements:

- Development of new videos to include;
 - One (1) Video with a runtime of under 10 minutes in length
 - One (1) Video with a runtime of 10 to 20 minutes in length
 - One (1) Video with a runtime of 20 to 60 minutes in length
 - Video type: Educational and Training video
- Existing video to be edited or updated that include voiceover edits, changing graphics, content edits, error correction, statute changes and regulation updates
- Educational/training video development activities to include;
 - **Pre-Production** (writing storyboards and scripts, talent, and required equipment, materials (audio & video), location scouting, securing on-screen talent (live-action actors))
 - **Production** (video filming, interviews of professionals, utilize on-camera host, screen-captures)
 - **Editing and Post-Production** (merging stock images or photos and video footages with graphics and animation, and edited into the final video with music integration, closed captioning in English and voice over (done by a professional voice narrator). This phase also involves quality check of developed video submitted for DHHS review.
 - **End-to-end project management** and delivery of final videos in the required format
- Revise the rough draft of the script for each video provided by DHHS
- Developed video to be You Tube compatible format and a format that allows small segments of each video (“snippets”) to be utilized on social media channels.
- The finally developed videos to be delivered in required format (email, flash drive) within five (5) calendar days of video completion.

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4.2 Proposed Solution and Services

Focus EduVation, Inc. has the capability, experience, and qualified staff to meet all the stated specifications. The video will be produced in a digital environment for image acquisition in both standard and high definition, with state-of-the-art HD broadcast quality and digital post-production.

Below is a summary of our proposed video:

The video will be a combination of Line-Art illustrated images (with or without color), real images, and video footage/b-roll footage. It will also include animations that will show illustrated graphics moving on the screen, along with transitions where images appear, either in a pan-and-zoom motion or in a rapid-appearance motion, depending on the content, nature, and tone of the voiceover transcript.

Below is a summary of the proposed services:

Manage the complete Video Production project

Focus EduVation's team of content and media professionals will manage all aspects of video production. The services will include creative concept development, project planning, script writing, coordination, editing, post-production, and project management. In every video production project, the Director of Media Design and Development will be involved from start to finish ensuring project is completed successfully.

Graphic and Animation Design

Our video development process begins with the visualization of concepts, proceeds to storyboarding, narration, animation, and voice over integration, continues with the programming, and concludes with the final media files. All products are based on instructional design strategies that create a convincing and stronger final product. We also develop real-life digital animations and videos for case studies and topic introductions.

Video Editing

Focus EduVation's team of media professionals will edit of the video based on a script and other materials. The team members will produce rough cuts for review feedback from DHHS's staff, make changes as requested, and complete a final video asset. This service includes creating graphics for use in videos, including lower third names and titles, infographics, and other supporting visuals, with animation, in accordance with DHHS's brand standards.

Final Videos in multiple / required formats

Focus EduVation can develop videos in various formats that include AVI, FLV, WMV, MOV and MP4 formats. The media and technology professionals at Focus EduVation can provide the video asset in 1080p 23.976FPS, ProRes 422 QuickTime, with synced audio and voiceover.

Procuring Talent

Focus EduVation can procure and engage talent, in consultation with your team, who can speak in well-modulated voices, free of accents and regional dialects to create educational / informational content that is appropriate for native and non-native English speakers. The talents can also speak in multiple tones of voice and with various accents, speak clearly and with a pleasing voice, and can read from scripts in a natural, conversational way. When we chose a voiceover for videos, we consider the style that we want, the information we're presenting, and the story we want to tell. We also consider the preferences of the audience and the tone of the final video.

We consider using multiple voices for long scripts or character work, to keep the user engaged.

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4.3 Proposed Approach

4.3.1 Overall Approach

The Focus EduVation project implementation team will undertake the following:

- **Co-lead a kick-off meeting with client to:**
 - Gain complete understanding of the needs and requirements of the project.
 - Clarify communications, final-product expectations, and needs satisfaction requirements.
 - Agree on a project schedule for communication and engagement.
 - Determine deadlines for project deliverables.
 - Provide contact details for a central primary and secondary point of contact (POC).
 - Discuss a project plan, including task activity schedules and milestone completion dates.
- **Based on the input received about the project:**
 - Focus EduVation's Instruction Design (ID) team will develop a standards and guidelines document for the project.
 - ID team will create a design document with scripts and storyboards.
 - Focus EduVation's team will create a visual design framework for the project. The framework will define a simple and clean interface based on the following considerations:
 - DHHS's branding guidelines
 - Well-balanced layout that highlights the content
 - Easy navigation and on-screen information access
 - User engagement through use of compelling visuals and animations.
- **Once the storyboards are finalized, the process moves into the video development / production stage:**
 - Development / Production can be divided into the following stages:
 - ✓ Prototype development
 - ✓ Production audio/video script creation, as required
 - ✓ Video shoots
 - ✓ Audio recording
 - ✓ Media assets, interactivities, practice exercises and assessments.
 - ✓ Audio integration
 - ✓ Final Delivery of the video asset

4.3.2 Technical Approach

Focus EduVation will provide camera(s) and operator(s) to shoot on-location footage of activities and interviews in the required / identified locations, under the direction of DHHS's staff. Focus EduVation will also provide and utilize professional camera, lighting, and audio equipment, as needed.

Proposed Approach

A video shoot has many elements including: lighting, shot design, locations, audio, directing, and videography. These require planning and choices that should be made before the day of shooting. The proposed approach involves these elements:

i. Defining the scope

A well-defined scope for a project provides a reference point for both producer and client. Writing down the scope of all the deliverable items gives us a measuring stick to track progress. This scoping document captures the essential details of a project and lays it out clearly for the project team and the client. This

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brief document is essential because it captures all the nuances of the project and becomes a charter for all involved. Additionally, we get client sign-off to ensure that everyone is on the same page.

ii. Determining equipment needs

Early in the project, we will determine what equipment is needed. We will choose from a variety of gear to enable the camera to capture what is needed. We consider which lenses are needed to achieve the vision of the director. We plan for lighting and support equipment to achieve the desired shots. The purpose of camera bodies, lenses, and accessories is not only to execute the shots desired, but also to play a creative role in the look of what we record. We also look at whether there are special effects that need to be planned for, what end deliverable format is needed, and if our camera can meet the technical requirements of the client.

iii. Project development

During the planning phase of a project, we will produce several items. The following pieces of paperwork are considered standard in the video industry. While it's possible that not every project will have a script, the other items are essential.

- **Script** – A professionally formatted script can help present good ideas in the best light. There are dedicated scriptwriting professionals at Focus EduVation who will be assigned with this task.
- **Budget** – We never discuss an approach without having an idea of our financial constraints. We create a detailed, line-item budget so we have a clear idea of the work involved and the costs associated with the project. We may also find it helpful to share a line item budget with our production team members, so they know how much time is budgeted for each task.
- **Schedule** – Equally as important as budget is schedule. We try to understand any major milestones, so we can schedule work and adjust our approach to match the available time. Placing major milestones on a calendar and tracking our progress can also improve the chances of successfully delivering the project on-time.

iv. **Treatment** – The treatment is a narrative description of the project. Some call it an elevator speech or a pitch. The goal is the creation of a one-page document that accurately describes the tone and structure of the project. This helps communicate the artistic vision to all parties and can greatly influence the shooting and editing approaches taken.

Script and Storyboard Development

Our team of Instructional Designers will create highly engaging, media-rich storyboards and production scripts. The team continually works on ways to develop multimedia storyboards and wireframes.

Our Approach

- ✓ Raw data is compiled into sections.
- ✓ Sections are analysed for relevant information.
- ✓ Design elements supporting the analysed information are added.
- ✓ Interactivities are added.
- ✓ The information, design elements, and interactivities are sequenced in order.
- ✓ Transition effects and animation is scripted or added.
- ✓ Quizzes, Tests, and MCQs (if needed) are added to the video.

Video Editing

Focus EduVation's team of media professionals will be assigned with editing of existing and new footage based on a script or other direction provided by DHHS or its contractors. The team members will produce rough cuts for review by DHHS, make changes as requested, and complete a final project. This service includes creating graphics for use in videos, including lower third names and titles, infographics, and other supporting visuals, with and without animation, in accordance with the company brand standards.

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When editing videos, color correction and grading generally come after video assembly. It is standard to quickly assemble an initial edit, and then get feedback from the team and client. Along the way, improvements are made as the video moves closer and close to a finished state.

The following stages are practiced by Focus EduVation’s team for video editing projects.

- i. **Assembly Edit:** The goal of the assembly edit is simply to string the right clips in the right order. Initial selections are made and edited to create a rough draft of the shoot. This may be called a “radio edit,” reflecting the emphasis on the audio storytelling narrative. The objective is to estimate run time and allow the opportunity for the stakeholders to evaluate the project’s approach.
- ii. **Rough Cut:** The rough cut is a stage at which many elements begin to be added. It is when music may be placed (even if it is a temporary track for reference) and supporting footage (called b-roll) is added. Many other pieces, such as graphics and sound effects, may be missing. The project also lacks refinements like color correction and audio mixing. When showing a rough cut, it is essential that we identify what is still missing from the piece.
- iii. **Fine Cut:** A fine cut is a video that is essentially complete. It is an attempt to achieve “picture lock” – meaning that no more changes to the shot selection or the duration of the shots will be made. This version is complete but may lack some polish. The goal is to get the client to make any final requests while the editorial team begins final audio mixing and any tweaks to color correction and grading. Final graphics and other elements are placed. This is the cut that needs final change requests made and the client’s last chance for budgeted change orders.
- iv. **Final Cut:** The final cut is also called the approval copy. The goal is for all changes and minor improvements to picture and sound to have been made

Graphic Design

Our process of video development goes from visualization of concepts to storyboarding, narration, animation, voice over integration, followed by the programming, and finally to the final media files. All products are based on instructional design strategies that create a convincing and stronger final product.

Voiceover Talent

Focus EduVation will procure and engage talent, in consultation with the DHHS who can speak in well-modulated voices, free of accents and regional dialects to create educational content that is appropriate for native and non-native English speakers. The talents also can speak in multiple tones of voice and with various accents, speak clearly and with a pleasing voice, and can read from scripts in a natural, conversational way.

Crucial Considerations Followed When Choosing a Voice Over for Video

- What kind of information does the talent need to present? Sales? Information? Storytelling? Different voice talents have different skills; some are true voice actors who can transform into any role, while others have great voices that are ideal for presenting information clearly and effectively, but they might not be able to take on all personas.
- What kind of voice does the audience want to hear? Trustworthy? Exciting? Young? Experienced? Just as talents have different acting skills, they also have different speaking styles. Some talent will be more casual, while others deliver more exciting, upbeat reads. Some have specific accents. Most voice talent directories allow talents to describe their voices. We keep these descriptions in mind when selecting your voice.
- What is the pace of the video? Are things moving quickly? The overall tone of the video would be one of the top considerations for finding the right voice. The voice should complement the content, not take away from it.

Drug Overdose Prevention Instructional Videos

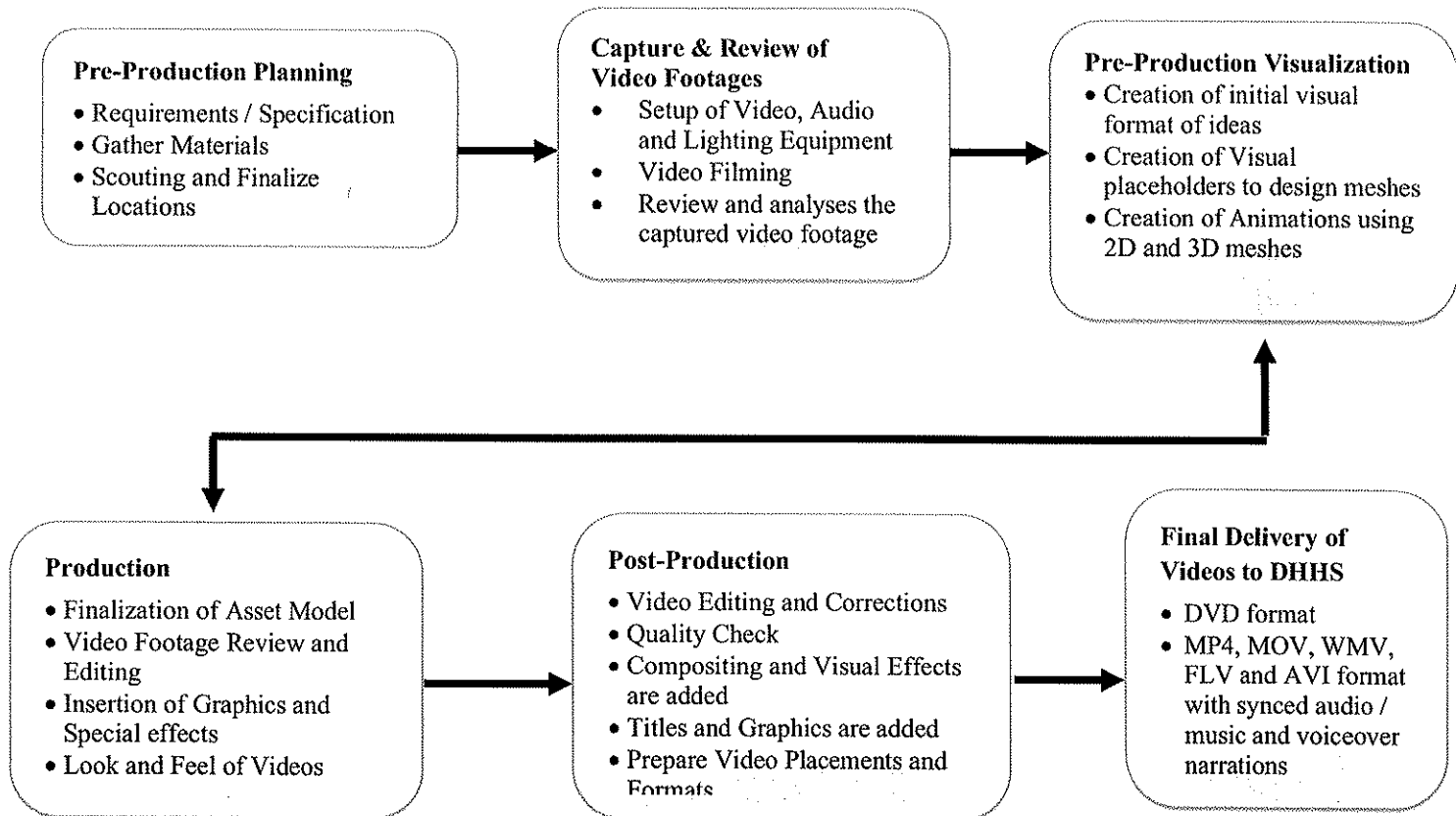
The "style" in which a voice reads is just as important as the voice we choose. A style will change how a talent delivers the message, which can have a tremendous impact on the final video. Here are some voiceover styles we might use:

- The Girl/Guy Next Door: Often approachable, friendly, and just a little bit casual, the "girl (or guy) next door" is ideal for "soft sell" advertisements and marketing content.
- The Narrator: Narrators should be neutral, authoritative, and approachable. A narrator should provide information in a highly listenable way, without being over the top. The narrator will leave some conclusions up to the viewer.
- The Actor: A voiceover chameleon, "the actor" can transform his or her delivery to suit a variety of roles. They can sound young and childlike or mature. They can turn words on paper into a story. They present information with feelings and emotion that are conveyed to the viewer. They're the opposite of a narrator.

When we chose a voiceover for videos, we consider the style of read that we want, the information we're presenting, and the story we want to tell. We also consider the preferences of the audience and the tone of the final video. We consider using multiple voices for long scripts or character work, to keep listeners engaged.

4.3.3 Video Development Process Workflow

Focus EduVation uses a flexible creative and production process depending on the scope of the project. Summarized below is the process workflow with all the key elements and tasks involved in a typical project.



Drug Overdose Prevention Instructional Videos

4.3.4 Project deliverable and Schedule

Focus EduVation can accomplish the development and delivery of *the required educational and training videos for DHHS by the expected below listed milestones.*

Video Development	Anticipated date to receive Script from DHHS	Timeline to deliver video
Video 1 (Under 10 minutes in length)	December 1, 2019	February 29, 2020
Video 2 (10 minutes to 20 minutes in length)	December 1, 2019	March 16, 2020
Video 2 (20 minutes to 60 minutes in length)	December 1, 2019	March 30, 2020

Drug Overdose Prevention Instructional Videos

Exhibits

Resume of Key Personnel

Jonathan Phillips
Senior Project Manager

Career Highlights

Jonathan Phillips has senior-level expertise in Project and Production Management with a variety of challenging roles and responsibilities that include:

- Representing a wide range of the organization’s services to assigned customers and leading the customer account planning cycle
- Ensuring customers’ needs and expectations are met
- Account Management
- Project hiring planning, building and managing project milestones
- Leader and mentor for the production team
- Assistance in production editing
- Managing timely project invoicing through various project stages
- Collaborating with project team consisting of course writers, media professionals, and editors to ensure timely delivery of projects within budgets and the stipulated time frame.
- Building project templates, metrics, benchmarks and driving best practices for clients and production teams
- Content production, including conceptualization and production planning
- Managing project budgets and scheduling
- Liaising with different business units/disciplines
- Factoring digital components (e.g., eText, eText 2.0, ePubs, PXE ePubs, uPDFs) into overall production plans
- Collaborating with both offshore and domestic full-service vendors
- Implementing strategy for workflows and procedures within the production group
- Partnering with editorial, development, and other departments to develop publishing programs and guide compliance with production workflows and procedures.

Professional Experience: 28 years

Job Title	Organization Name	Duration
Senior Manager – Projects	Focus EduVation, Inc.	October 2017–present
Team Lead /Senior Content Producer	Pearson Higher Education	2000–October 2017
Project Editor, College Division	Houghton Mifflin	1995–2000
Associate Production Editor	D.C. Heath & Co., College Division	1992–1995
Editorial Assistant	Bob Adams Publishers/Adams Media, Inc.	1990–1991

Education: BA in English, Holy Cross College, Worcester, Massachusetts, 1990

Skills:

Professional Skills	Technical Skills
Production Planning, Offshore Vendor Management, Resource Allocation, Google Drive, Textbook Accessibility, eText Production Vendor Management, Freelance Copyeditor Management, Quality Assurance	AdobePro, MS Office Suite, GoToMeeting, Chaucer Authoring Platform, Habitat Authoring Tool, SmartSheets, Google Docs, Google Sheets, Google Drive, Google Hangout, Box, JoinMe Meeting Collaboration Tool

Drug Overdose Prevention Instructional Videos

Client Testimonials



"In my experience, this organization has strong project management focus and uses upper management to identify and mitigate project risks. They consistently meet deadlines and the work quality continues to meet our contract objectives. Focus EduVation, Inc. has performed satisfactorily within the terms and conditions of our agreement and we have no reason not to consider them for future events."

Crystal Guiler | National Curriculum Manager
Innovative Customer Evolution | Florida Virtual School (FLVS)



"Working with Focus EduVation was a real pleasure. They listened to our needs, learned our context quickly, and created videos that were effective and visually appealing. I was in communication with our project manager often, but not too often, and she was quick to make changes at every step of the process, based on my feedback. As a person new to video creation, Focus EduVation made it easy to get great results."

Ana T. Balda | Executive Director
Department of Career Planning & Development | Kennesaw State University



"I have had the opportunity to work with Vik on a number of different projects – all focused on evolving text-based learning content toward digital learning platforms. Consistently, Vik has presented me with stunningly creative strategies, fresh, dynamic and engaging presentation styles, all the time maintaining the pedagogical integrity of the content. With each new project I present to Vik, I'm amazed at the ideas he brings to the table. Vik and his team are true innovators. I recommend him highly."

Tom Kulesa | Lead Product Designer | John Wiley and Sons Publishers



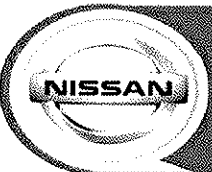
"The team at Focus EduVation really met all our needs and developed a fantastic, customized new hire training video for us. They stayed with our original quote and provided the best of customer service to our team. We will definitely turn to Focus EduVation in the future should another need arise."

Kristie Willis | Corp. HR Manager | Casttek



"Since the beginning our partnership, Focus EduVation has met and far surpassed my expectations of working with industry-leading eLearning experts. Focus EduVation's expertise makes this educational partnership one that benefits everyone, and improves the learning experience for our students. Focus EduVation takes the time to learn your needs, develop a solution, and provide high quality results. Their team is easy to work with, and delivers work in a timely fashion that far exceeds expectations. Focus EduVation regularly provides updates, and is always available to answer any questions. I highly recommend engaging with Focus EduVation if you are looking for innovative eLearning solutions."

Bob Knops | Director, Online Course Design | Rasmussen College



"The Focus team exhibited the leadership to propose the eLearning Program development plan and did an excellent job in executing to the plan. I was able to trust their expertise and they truly delivered a high-quality product on time and under budget. They are great to work with and the project ran smoothly. They are a solid and reliable partner and an expert in their field."

Raymond Kolls | Overseas Chief Quality Engineer | Nissan North America, Inc.



"In spite of a challenging context (language barrier, time difference, very technical content) Focus EduVation was able to guide us efficiently through this first eLearning experience to create a product that is working well for us."

Marina Brecheteau Jung | Global Training Manager
Louis Dreyfus Commodities | Suisse S.A.



"Quincy College has embarked on a large-scale expansion of its online offerings in preparation for launching fully online degree programs. Focus EduVation has played a pivotal role in designing master courses for many of the new courses rolled out in the past 12 months. Working in conjunction with QC subject matter experts, video lectures have been prepared that capture the essence of each lesson and engage students with the key concepts under consideration. The "marriage" of a QC SME and the Focus design team has produced excellent results, helping to propel our online courses to new heights in terms of enrollment and student success."

Michael E. Marrapodi | EdD
Deputy of Online Programs and Inter-Institutional Affairs | Quincy College



"The first aspect that drew me to Focus EduVation was their flexible model – they offered everything from turnkey course development to individual learning object creation. We opted for somewhere in-between; using our in-house subject matter experts and existing material, EduVation partnered with us to create and publish six new English Language Arts courses that were more engaging for our students. In addition to the content creation, they have supported us with strong project management skills and a plan that has kept us moving forward."

Ryan Fuller | EdEd | Director | Cobb Virtual Academy

Drug Overdose Prevention Instructional Videos

Milo Emard
Lead Instructional Designer

Career Highlights

Milo Emard has expertise in Instructional Design and Program Coordination with demonstrable experience in:

- Personalized and adaptive learning design for online education to increase student engagement and retention
- Facilitating collaborative design thinking sessions to develop active and engaging learning activities
- Managing scope and timeline planning for pilot projects
- Development of client education materials, internal design process, and resource infrastructure
- Client relationship management
- Instructional design reviews for videos and online courses
- UX and UI design

Education: Northeastern University, Boston, Massachusetts, May 2014, *cum laude*

BS in Philosophy, concentration in Law and Ethics
Minors in Law and Public Policy and English

Continuing Education

- *IDEO & Acumen Facilitator's Guide to Introducing Design Thinking (2016)*
- *IDEO & Acumen Design Kit: Course for Human-Centered Design in Social Innovation (2016)*
- *Budget Management Training (2015)* on developing and managing cost to complete budgets.

Professional Experience: 2 years

Job Title	Organization Name	Duration
Learning Experience Designer, Adaptive and Personalized Learning	Focus EduVation, Inc.	January 2017–present
Program Coordinator/Instructional Designer, Design and Implementation		
Project Management Coordinator	The Center for Social Innovation	December 2015–July 2016

Skills

Agile Project Management software, eLearning authoring software, Microsoft Office Suite, Adobe Creative Suite, CRM systems, basic HTML and JavaScript, Social Media, Google Apps and Analytics

Knowledge and Interests

Fashion and editorial photography, social justice, travel, DIY projects, philosophy, hiking, tiny houses

Drug Overdose Prevention Instructional Videos

Olivia Todd

Senior Graphic Designer / Lead Media Production

Career Highlights

Eight years' professional experience in multimedia and e-learning development. Key roles and responsibilities include graphic design, animation development, XML editing, audio editing and integration, encoding interactive, video and audio, quality analysis, and team coordination.

Qualifications

- Certified Visual FX
- Certified Multimedia Expert
- Graduate in Mathematics
- Diploma in Computer Hardware and Networking

Skills and Knowledge

- Graphic Design – Photoshop, Illustrator
- 2d Animation – Flash
- 3d Animation – Maya
- Logo and Motion Graphics – Maya, Combustion, After Effects
- Rotoscope – Combustion, After Effects, Mocha
- Match Moving – Autodesk Matchmover, 2D3 Boujou
- Compositing, Keying – Combustion, After Effects, Fusion, Nuke
- Sonic Sound Forge
- MS Office
- Basic knowledge of Adobe Dream Weaver, Adobe Page Maker, and 3D Max

Key Highlights

Strengths include adherence to quality standards, graphic design and animation development, audio integration, and designing vector graphics for e-learning solutions.

Drug Overdose Prevention Instructional Videos

Andrew Hart
Media production specialist

Career Highlights

Ten years' professional experience in multimedia and e-learning development, 2D and 3D animation design and development and editing techniques, video equipment, and tools. Key roles and responsibilities include graphic design, animation development, XML editing, audio editing and integration, encoding interactive, video and audio, quality analysis, and team coordination.

Qualifications

- Certified Visual FX
- Certified multimedia expert
- Bachelor's degree
- BFA, Bachelor of Fine Arts in Digital Filmmaking and Video Production
- Diploma in Computer Hardware and Networking
- Certified Program in Narration and Voice Over
- Post-Graduation in Television and Network Broadcasting and Production
- Graduation in Acting and Vocal Soundtrack Recordings

Skills and Knowledge

- Graphic Design – Photoshop, Illustrator
- 2d Animation – Flash, 3d Animation – Maya
- Logo and Motion Graphics – Maya, Combustion, After Effects
- Rotoscope – Combustion, After Effects, Mocha
- Match Moving –Autodesk Match mover, 2D3 Boujou
- Compositing, Keying – Combustion, After Effects, Fusion, Nuke
- Sonic Sound Forge
- Basic knowledge in Adobe Dream Weaver, Adobe Page Maker, and 3D Max
- Final Cut Pro, Adobe Premiere Pro, AVID, Animation software
- Pre and Post video or digital media production
- Production Software: Adobe Creative Suite, FCP, MS Office.
- Web/mobile VOD technologies

Key Highlights

Strong knowledge and work experience in graphic design and animation development, audio integration and designing vector graphics, animated character design, interface design, background design, web design and design of caricatures and portraits for e-learning courses, CBTs, 2D and 3D short films.

Other strengths

- Developed visual content and assembled a variety of communication channels, including video films/scripts, audio formats, images and graphic elements
- Collected and assembled all unfinished clippings and video footage onto a computer system on which the work was to be done
- Determined a sensible sequence in which the video had to be edited, together with other technicians
- Used animation and editing skills along with sound mixing to create realistic videos
- Ensured that prescribed quality was maintained across the board

Drug Overdose Prevention Instructional Videos

**Chad Ridgely
Videographer**

Career Highlights

Dynamic and results-oriented professional with more than ten years of experience in Video Production and Editing, specifically with:

- In-depth knowledge of video production: editing techniques, video equipment and tools.
- Expertise in working with the latest video editing systems. Well versed with the latest video editing software available on the market.
- Ability to visualize script as narrated by script writers.
- Proficient in using Linear and Computerized video editing systems.

Qualifications

- BFA, Bachelor of Fine Arts in Digital Filmmaking & Video Production

Skills and Knowledge

- Final Cut Pro
- Adobe Premiere
- AVID
- Animation software
- Pre and Post video or digital media production
- Production Software: Adobe Creative Suite, FCP, MS Office.
- Web/mobile VOD technologies

Key Highlights

- Developed visual content and assembled a variety of communication channels, including – video films/scripts, audio formats, images and graphic elements.
- Collected and assembled all unfinished clippings and video footage onto a computer system on which the work was to be done.
- Determined a sensible sequence in which the video had to be edited, together with other technicians.
- Used animation and editing skills along with sound mixing to create realistic videos.
- Ensured that the prescribed quality was maintained across the board.

Drug Overdose Prevention Instructional Videos

Dennis Wright

QA Analyst/Test Engineer

Career Highlights

A sound background in information sciences for more than seven years, with an in-depth understanding of content development, instructional design and quality assurance services. Strong analysis of business specs, active participation in Test Case review meetings. Proficiency in manual and automated testing with agile methodology.

Qualifications

- MS in Information Technology
- BS degree in Economics, Mathematics and Statistics

Skills and Knowledge

- MS Office application suite
- Adobe Photoshop
- Testing Ad images (flash and flex) in various browsers for functionality
- Proficient in
 - ✓ Operating System – Windows 9X/2000/XP
 - ✓ RDBMS – MS-Access, Knowledge of SQL
 - ✓ Languages – C, C++, VB
 - ✓ Scripting Languages – VB script, HTML

Key Highlights

Possess analytical skills, strong communication and leadership skills, results-driven and extensively quality focused. “Rewarding,” “looking for perfection,” and “willingness to learn,” are accolades earned during professional tenure in quality assurance.

Drug Overdose Prevention Instructional Videos

Client List

Education (higher education, universities, schools, and colleges)

- Florida Virtual School
- Quincy College
- Excelsior College
- Arizona State University
- University of Phoenix
- North Carolina Community College System – Virtual Learning Community
- University of South Florida
- DeVry University
- The University of Texas
- Success Academy of Charter Schools
- Corinthian College, Inc.
- Education Corporation of America
- Pasadena City College
- St. Thomas University
- Kennesaw University
- New York University
- Cape Cod Community College
- University of Central Missouri
- Coahoma Community College
- Wiley College
- Northwest Community College
- Santa Fe Community College
- Rasmussen College
- Cengage Learning
- Pearson Education
- University of Nevada, Las Vegas (UNLV)
- University of California, Los Angeles (UCLA)
- Quinnipiac University
- Cobb Virtual Academy
- Milwaukee Institute of Art & Design (MIAD)

Government (County, State, and Other)

- State of Minnesota Department of Revenue
- Columbus Public Health
- ADRC (Aging & Disability Resource Connection), State of Vermont
- City of Newport News, Virginia
- Douglas County, Nebraska
- ETV South Carolina
- City and County of San Francisco
- Maryland Courts
- Texas Department of Licensing and Regulations
- State of Colorado Department of Human Services
- Wolters Kluwer Legal & Regulatory Division
- Washington Association of Sheriffs and Police Chiefs

Educational Publishers

- The Princeton Academy
- Park District Risk Management Agency (PDRMA)
- Wiley
- Apex Learning
- McGraw Hill Education
- Worth Publishers
- The United Methodist Publishing House
- Morton Publishing
- Penn Foster

Corporates

- Janssen
- Sanofi
- IDEX Corporation
- Bloomberg
- CNO LLC
- General Electric
- Emerald Insight
- Traver
- AIG
- Dave & Buster
- Cantex
- Nissan America
- Louis Dreyfus Commodities
- Leviton
- ProjectWET Foundation

Focus Care, Inc. **DBA**
Focus EduVation, Inc.

500 West Cummings Park, Suite 2700, Woburn, MA 01801

~~NEBRASKA~~

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

Proposal for

**Drug Overdose Prevention Instructional
Videos**

RFP No: 6156 Z1

Issue Date: October 02, 2019

Signed Forms and Documents

Submitted to Holly Glasgow & Keith Roland
Department of Health and Human Services

Submitted by Vik Aurora
Senior Vice President, Strategic Partnerships
Focus EduVation, Inc.

Focus EduVation
EDUCATION AND INNOVATION SIMPLIFIED

www.focuseduvation.com

Date of Submission:
October 25, 2019

List of Signed Forms and Documents

Please find the below mentioned completed and signed forms and other document in the following pages

Signed Forms

1. Request for Proposal for Contractual Services Form
2. Form A Contractor Proposal Point of Contact
3. Acceptance / Rejection of Terms and Conditions Pages

Other Documents

1. Audited financial statements of Focus Care, Inc. (the legal firm name of Focus EduVation, Inc.)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Focus EduVation, Inc.
COMPLETE ADDRESS:	500 West Cummings Park, Suite 2700, Woburn, MA 01801
TELEPHONE NUMBER:	(781) 376 6922
FAX NUMBER:	(781) 935 2775
DATE:	October 25, 2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Vik Aurora, Senior Vice President - Strategic Partnerships

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6156 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Focus EduVation, Inc.
Contractor Address:	500 West Cummings Park, Suite 2700, Woburn, MA 01801
Contact Person & Title:	Vik Aurora, Senior Vice President - Strategic Partnerships
E-mail Address:	vikhaas.a@focuseduvation.com
Telephone Number (Office):	(781) 376 6922
Telephone Number (Cellular):	617 8388012
Fax Number:	(781) 935 2775

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Focus EduVation, Inc.
Contractor Address:	500 West Cummings Park, Suite 2700, Woburn, MA 01801
Contact Person & Title:	Vik Aurora, Senior Vice President - Strategic Partnerships
E-mail Address:	vikhaas.a@focuseduvation.com
Telephone Number (Office):	(781) 376 6922
Telephone Number (Cellular):	617 8388012
Fax Number:	(781) 935 2775

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

The contract resulting from this solicitation shall incorporate the following documents:


1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

- Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.


D. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

F. CHANGE ORDERS OR SUBSTITUTIONS


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.


No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.


H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
J.			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

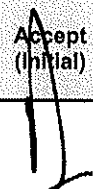
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.


5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.


M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

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

Q. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

R. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to

- comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
 5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
 6. Return or vacate any state owned real or personal property; and,
 7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
[Handwritten mark]			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed ten percent (10%) of the price proposed for the period. The request for a price increase must be submitted in writing to the Department of Health and Human Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
A			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services
 Division of Public Health
 Attn: Drug Overdose Prevention Program Manager
 301 Centennial Mall S., 3rd floor
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

By submitting a proposal, contractor certifies that there does not now exist a relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its goods and services hereunder or which creates an actual or an appearance of conflict of interest.

The contractor certifies that it will not knowingly employ any individual known by contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

M. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

N. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

P. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

Q. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

R. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initial]</i>			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this

Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)


The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum deliverable name(s), date(s) of services, and total amount. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. Address and/or email address for invoice delivery shall be provided to the awarded bidder upon contract execution.

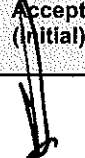
D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
[Handwritten Initial]			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

FOCUS CARE, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2018 AND 2017

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Independent Auditor's Report

To the Board of Directors
Focus Care, Inc.
500 West Cummings Park, Suite 2700
Woburn, MA 01801

We have audited the accompanying financial statements of Focus Care, Inc., which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of earnings and retained earnings, and statements of cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness

of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Focus Care, Inc. as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Neal A. Price & Company, LLP

April 29, 2019

Focus Care, Inc.
Balance Sheets
December 31, 2018 and 2017

ASSETS

	<u>December 31,</u> 2018	<u>December 31,</u> 2017
Current Assets:		
Cash	\$471,259	\$6,682
Accounts Receivable	3,701,583	2,446,232
Accounts Receivable - Affiliates	186,482	0
Loans Receivable - Affiliates	1,996,742	1,996,533
Loans to Employees	14,770	14,857
Prepaid Expenses	9,099	465,947
Total Current Assets	6,379,935	4,930,251
Property and Equipment:		
Equipment and Furniture	124,320	95,661
Computer Software	620,356	543,843
Motor Vehicles	88,455	0
Total	833,131	639,504
Accumulated Depreciation	(705,249)	(551,201)
Total Property and Equipment	127,882	88,303
Total Other Assets:		
Security Deposits	18,250	18,250
Virtual School License	1,371	4,167
Loan Receivable - Officer	0	4,600
Deferred Tax Asset	1,288,282	1,511,487
Total Other Assets	1,307,903	1,538,504
Total Assets	\$7,815,720	\$6,557,058

SEE ACCOMPANYING NOTES

(3)

Focus Care, Inc.
Balance Sheets
December 31, 2018 and 2017

LIABILITIES AND STOCKHOLDER'S EQUITY

	December 31, 2018	December 31, 2017
Current Liabilities:		
Equipment Lease Payable	\$3,805	\$4,331
Line of Credit Payable	1,669,403	920,515
Accounts Payable	328,793	277,121
Accrued Expenses	237,937	222,763
Deferred Revenue	0	50,000
Total Current Liabilities	2,239,938	1,474,730
Long-Term Liabilities:		
Equipment Lease Payable	0	3,805
Notes Payable - Affiliates	2,140	2,140
Total Long-Term Liabilities	2,140	5,945
Total Liabilities	2,242,078	1,480,675
Stockholder's Equity:		
Common Stock	1,500	1,500
Additional Paid-in Capital	8,723,619	8,723,619
Retained Earnings	(3,151,477)	(3,648,736)
Total Stockholder's Equity	5,573,642	5,076,383
Total Liabilities and Stockholder's Equity	\$7,815,720	\$6,557,058

SEE ACCOMPANYING NOTES

(4)

Focus Care, Inc.
Statements of Earnings and Retained Earnings
For the Years Ended December 31, 2018 and 2017

	December 31, 2018	December 31, 2017
Sales	\$10,590,626	\$7,664,087
Cost of Goods Sold	<u>4,103,412</u>	<u>3,038,430</u>
Gross Profit	6,487,214	4,625,657
Operating Expenses	<u>5,752,531</u>	<u>4,132,966</u>
Net Income (Loss) from Operations	734,683	492,691
Other Income (Expenses)		
Other Income	0	25,818
Other Expense	<u>(5,654)</u>	<u>(3,800)</u>
Net Income (Loss) before Taxes	729,029	514,709
Corporate Income Tax Expense	<u>(231,770)</u>	<u>(245,977)</u>
Net Income (Loss)	497,259	268,732
Retained Earnings, January 1	<u>(3,648,736)</u>	<u>(3,917,468)</u>
Retained Earnings, December 31	<u><u>(\$3,151,477)</u></u>	<u><u>(\$3,648,736)</u></u>

SEE ACCOMPANYING NOTES

(5)

Focus Care, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2018 and 2017

	December 31, 2018	December 31, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$497,259	\$268,732
Noncash items included in Net Income :		
Depreciation and Amortization	65,044	28,725
Loss on Disposal of Assets	0	8,154
Changes in :		
Accounts Receivable	(1,255,351)	(1,252,119)
Accounts Receivable - Affiliates	(186,482)	166,268
Prepaid Expenses and Licenses	456,848	(398,601)
(Increase) Decrease in Deferred Tax Asset	223,205	213,437
Accounts Payable and Accrued Expenses	66,846	328,487
Deferred Revenue	(50,000)	(177,974)
	(679,890)	(1,083,623)
NET CASH PROVIDED BY (USED BY)		
OPERATING ACTIVITIES	(182,631)	(814,891)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital Expenditures	(101,827)	(107,714)
Employee Loans	87	150
Security Deposits	0	(3,150)
Loans to Officer	4,600	(4,600)
Loan Payments From Affiliates	(209)	(353)
	(97,349)	(115,667)
NET CASH PROVIDED BY (USED BY)		
INVESTING ACTIVITIES	(97,349)	(115,667)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on Line of Credit	8,501,046	5,228,963
Payments on Line of Credit	(7,752,158)	(4,308,448)
Loan Payments to Affiliate	0	(125,832)
Payments on Equipment Lease	(4,331)	(4,331)
	\$744,557	\$790,352
NET CASH PROVIDED BY FINANCING ACTIVITIES	\$744,557	\$790,352

SEE ACCOMPANYING NOTES

(6)

Focus Care, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2018 and 2017

	December 31, 2018	December 31, 2017
NET INCREASE IN CASH	\$464,577	(\$140,206)
CASH, JANUARY 1	6,682	146,888
CASH, DECEMBER 31	\$471,259	\$6,682

SUPPLEMENTAL DISCLOSURES OF:

Cash Paid During the Year for:

Interest	\$71,001	\$27,134
Income Taxes	23,177	13,000

SEE ACCOMPANYING NOTES

(7)

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE A - Summary of Significant Accounting Policies:

Focus Care, Inc. (The Company) operates as two divisions:

Focus Eduvation, an e-learning company that specializes in custom tutoring solutions and developmental services for the K-12 and Higher Education market. Focus Eduvation's expertise combines cutting edge technology and scalable services to meet current, emerging market needs. The Company provides Assessment, Content Creation, Multimedia, Online Tutoring, and a host of IT solutions services to schools and publishers. The Company's aim is to offer innovative learning solutions that improve class instructions and maximize learning outcomes for the K-12 and higher education segments.

Focus Care division specializes in providing nursing and allied healthcare staff to healthcare institutions in the United States of America. The Company provides healthcare professionals to hospitals, nursing homes, clinics, doctors' offices and insurance companies. The Company's highly qualified healthcare professionals are quality screened, educationally tested and licensed, with experience in many different areas of medical practice. Focus Care, Inc. provides medical, surgical, specialty nurses, licensed practical or vocational nurses, and advanced practice nurses in a wide range of specialties for placement in the United States of America.

These statements have been prepared on the accrual method. Income is reported when earned, whether or not received, and Expenses are reported when incurred, whether or not paid.

Cash and Cash Equivalents - The Company considers cash on hand, deposits in banks, and certificates of deposit with original maturities of three months or less as cash and cash equivalents for financial statement purposes.

Accounts Receivable - Trade Accounts Receivable are stated at the amount The Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. Accounts Receivable are presented net of an allowance for doubtful accounts of \$38,000 as of December 31, 2018 and 2017.

Property and Equipment - Property and Equipment are stated at cost. Property and Equipment are depreciated using the straight-line method over useful lives ranging from 3-5 years.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE A - Summary of Significant Accounting Policies (Continued):

Expenditures which significantly increase asset values or extend useful lives are capitalized, while maintenance and repairs are expensed as incurred.

Revenue Recognition Accounting Policy - The Company recognizes revenue only when all of the following criteria are met:

- ~ Pervasive evidence of an arrangement exists;
- ~ Delivery has occurred or services have been performed;
- ~ The fee for the arrangement is fixed or determinable; and
- ~ Collectibility is reasonable assured.

Pervasive evidence of an arrangement - The Company documents all terms of an arrangement in a written agreement signed by the customer prior to recognizing revenue.

Delivery has occurred or services have been performed - The Company recognizes revenue when nurses have performed duties for the client. Timesheets are completed by the nurses for the hours worked. The Company also recognizes revenue when educational services are provided by the client.

The fee for the arrangement is fixed or determinable - A contract exists for each client which determines the hourly rate to be billed for nurses services.

Collectibility is reasonably assured - The Company determines that collectibility is reasonably assured prior to recognizing revenue. Collectibility is assessed on a client by client basis based on criteria outlined by management. The Company does not enter into arrangements unless collectibility is reasonably assured at the outset.

Project revenue in the education division is recognized as the services are provided, written agreements or signed purchase orders are accepted to recognize revenue.

Software licenses sold are recognized on the date of activation of the software

Deferred Revenue includes services billed in advance of services actually provided.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE A - Summary of Significant Accounting Policies (Continued):

Advertising and Marketing - The Company's Advertising and Marketing costs are expensed as incurred.

Fair Value Measurements - The Company applied generally accepted accounting principles (GAAP) for fair value measurements of financial assets that are recognized or disclosed at fair value in the financial statements on a recurring basis. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. GAAP also establishes a framework for measuring fair value and expands disclosures about fair value measurements.

In October 2008, the FASB issued additional guidance that clarifies the application of fair value measurements in cases where the market for a financial instrument is not active and provides an example to illustrate key considerations in determining fair value in those circumstances. The Company has considered that guidance in its determination of estimated fair value as of December 31, 2018.

Fair Value of Financial Instruments Approximates Carrying Amount - The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable, notes payable, and long-term debt. The recorded values of cash and cash equivalents, accounts receivable, and accounts payable approximate their fair value based on their short-term nature. The recorded value of notes payable and long-term debt approximate their fair values; as interest approximates market rates.

Long-Lived Assets - In accordance with generally accepted accounting principles, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, The Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals as considered necessary.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE A - Summary of Significant Accounting Policies (Continued):

FASB ASC 740-10 - Effective January 1, 2009, The Company adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification 740 - 10 relative to uncertainties in tax positions. Under these provisions, The Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances. As of December 31, 2018, The Company does not have any uncertain tax positions.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE B - Affiliated Companies:

The Company is related under common ownership to six other corporations.

Focus Clinic Care PVT LTD (An Affiliated Corporation) is the representative, recruiter, and trainer in India for Focus Care, Inc. The amount paid for these services in the years ended December 31, 2018 and 2017, was \$0. The amount Focus Care, Inc. is owed by Focus Clinic Care PVT LTD for these services was \$21,731 and \$3,989 as of December 31, 2018 and 2017 respectively.

Focus Care, Inc. has loaned funds to Principal Healthcare, Inc. (An Affiliated Corporation). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2018 and 2017 is \$577,017 and \$576,917, respectively. Principal Health Care, Inc. is no longer an operating entity. The debt owed to Focus Care, Inc. is guaranteed by an officer of Principal Health Care, Inc.

Focus Care, Inc. has loaned funds to Crimson Soft Solutions, Inc. (An Affiliated Corporation). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2018 and 2017 is \$612,880 and \$612,771, respectively. Crimson Soft Solutions, Inc. is no longer an operating entity. The debt owed to Focus Care, Inc. has been guaranteed by an officer of Crimson Soft Solutions, Inc.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE B - Affiliated Companies (Continued):

Focus Care, Inc. has loaned funds to Focus Softek Private, LTD. (An Affiliated Company). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2018 and 2017 is \$40,000.

Focus Care, Inc. has loaned funds to Focus Educare Private, LTD. (An Affiliated Company). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2018 and 2017 was \$3,989.

Advance Tech Enterprises, LTD (An Affiliated Company) provides educational services for the education division of The Company. The amount paid for these services in the years December 31, 2018 and 2017 are \$3,030,850 and \$2,245,368, respectively. The amount owed to The Company as of December 31, 2018 and 2017 is \$741,125.

NOTE C - Note Payable - Affiliates:

The Company is indebted to Albury Limited (An Affiliated Company) for a note payable in the amount of \$2,140 as of December 31, 2018 and 2017. The loan is payable in 8 equal installments beginning January 2, 2012. The interest rate on the loan is 3% per annum

Approximate annual maturities of all debt, including related party debt over the next five years are as follows as of December 31, 2018:

2019	\$2,140
2020	0
2021	0
2022	0
2023	0
	\$2,140

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE D - Note Payable - Revolving Line of Credit:

On December 15, 2016, The Company pledged corporate assets to secure a revolving line of credit in an aggregate amount of up to \$1,000,000 from Blue Hills Bank. The revolving loan bears an interest rate of The Wall Street Journal Prime Rate plus one half of one percent per annum. The balance owed as of December 31, 2017, was \$920,515. On March 5, 2018, The Company terminated the Revolving Line of Credit with Blue Hills Bank and entered a new Revolving Line of Credit agreement with Eastern Bank in the amount of \$2,000,000. The Line of Credit is secured by the corporate assets. The Revolving Line of Credit bears interest at the Eastern Bank Base Rate. The balance owed as of December 31, 2018, was \$1,669,403.

NOTE E - Equipment Lease Payable:

On April 23, 2015, The Company entered into an agreement to lease a telephone system from Baytree Finance Group. The Term of the lease is 60 months at \$419.93 per month. The Balance due as of December 31, 2018, is as follows:

Current Portion	\$3,805
Long-Term Portion	0
Total Due	<u><u>\$3,805</u></u>

NOTE F - Motor Vehicle Lease Agreement:

On April 24, 2016 The Company entered into an agreement to lease a 2016 Mercedes - Benz GL450W4 from Mercedes - Benz Financial Services. The Term of the lease is 36 months at \$830.57 per month. The Balance due as of December 31, 2018 is \$2,492.

NOTE G - Lease Commitment:

The Company conducts its operations from offices located at 500 West Cummings Park, Suite 2700, Woburn, MA 01801.

As of January 15, 2008, The Company is jointly obligated with Principle Health Care, Inc. under a long-term lease for office space at 600 West Cummings Park, Suite 5000 providing for minimum annual rentals of \$85,440 through 2012. On May 23, 2013, the lease was extended until July 30, 2020, providing for minimum annual rentals of \$86,862. As of May 22, 2015, The Company moved to 500 West Cummings Park, Suite 2700.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE G - Lease Commitment (Continued):

As of November 15, 2017, The Company is obligated under a lease for office space at 500 West Cummings Park, Suite 5000 providing for base annual rent of \$38,196 through November 14, 2018.

NOTE H - Concentration of Credit Risk:

Major Customers:

For the year ended December 31, 2018, sales to two customers were in excess of 10% of The Company's total sales and amounted to approximately \$3,536,987. At December 31, 2018, accounts receivable from these customers was \$1,280,029.

For the year ended December 31, 2017, sales to two customers were in excess of 10% of The Company's total sales and amounted to approximately \$2,747,084. At December 31, 2017, accounts receivable from these customers was \$969,015.

The Company maintains its cash in bank deposit accounts which, at times, may exceed insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant risk on cash and cash equivalents. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At December 31, 2018 The Company had approximately \$0 in excess of FDIC limits.

NOTE I - Common Stock:

The Company has Authorized, No Par Value, 1500 Shares of Common Stock of which 1500 Shares are Issued and Outstanding. Amount paid in on these Shares is \$1,500. In 2007, Additional Paid in Capital of \$2,552,627 was contributed to The Company. In 2008, Additional Paid in Capital of \$184,925 was contributed to The Company. In 2011, Additional Paid In Capital of \$3,976,975 was contributed to The Company and debts owed to the shareholders of \$666,133 was converted to Additional Paid in Capital. In 2012, Additional Paid in Capital of \$592,587 was contributed to The Company.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2018 and 2017

NOTE J - Income Tax Expense:

The components of Income Tax Expense for the years ended December 31, 2018 and 2017, are as follows :

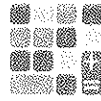
	December 31, 2018	December 31, 2017
Federal	\$153,683	\$166,825
Massachusetts	78,087	79,152
Total Income Tax Expense	\$231,770	\$245,977

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax asset will not be realized.

As of December 31, 2018, The Company has a Net Operating Loss Carryover of \$4,459,063 expiring between 2027 and 2032.

NOTE K - Subsequent Events:

Subsequent Events were evaluated through April 29, 2019, which is the date the financial statements were available to be issued. As of this date, there are no subsequent events which would impact these financial statements.



**Independent Auditor's Report
on Supplemental Information**

To the Board of Directors
Focus Care, Inc
500 West Cummings Park, Suite 2700
Woburn, MA 01801

We have audited the accompanying financial statements of Focus Care, Inc. as of and for the years ended December 31, 2018 and 2017, and issued our report thereon dated April 29, 2019, which expressed an unmodified opinion on those financial financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses, Schedule of Earnings per Division, and Schedule of Operating Expenses per Division is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Neal A. Price & Company, LLP

April 29, 2019

Focus Care, Inc.
Schedules of Operating Expenses
For the Years Ended December 31, 2018 and 2017

	December 31, 2018	December 31, 2017
Administrative Salaries	\$2,009,271	\$1,383,740
Sales Salaries	922,984	857,389
Payroll Taxes	281,839	205,941
Employee Benefits	165,579	6,104
Commissions	312,086	130,368
Advertising and Marketing	443,712	287,578
Amortization	0	1,667
Bad Debts	0	78,000
Consulting	206,596	115,399
Contract Labor	264,880	84,927
Dues and Subscriptions	11,734	17,911
Equipment Leasing and Maintenance	8,167	5,852
Interest Expense	71,001	27,134
Information Technology Services	90,916	96,653
Fees	34,987	27,121
Travel and Entertainment	420,613	270,009
Depreciation Expense	62,248	20,929
Rent	132,356	95,719
Utilities	25,510	17,140
Telephone	40,072	36,103
Postage and Delivery	17,150	16,722
Insurance	70,144	136,548
Licenses and Permits	5,841	8,165
Legal and Accounting	19,165	24,270
Recruitment Fees	0	65,100
Payroll Service Charges	13,941	11,556
Miscellaneous Expense	4,656	9,736
Office Expense	72,216	72,744
Miscellaneous Taxes	21,148	1,028
Automobile Expense	23,719	21,413
Total Operating Expenses	\$5,752,531	\$4,132,966

Focus Care, Inc.
Schedule of Earnings per Division
For the Year Ended December 31, 2018

	<u>Education</u>	<u>Healthcare</u>	<u>Other</u>	<u>Total</u>
Sales	\$7,986,441	\$2,050,344	\$553,841	\$10,590,626
Cost of Goods Sold	<u>3,687,198</u>	<u>416,214</u>	<u>0</u>	<u>4,103,412</u>
Gross Profit	4,299,243	1,634,130	553,841	6,487,214
Operating Expenses	<u>3,394,028</u>	<u>1,810,788</u>	<u>547,715</u>	<u>5,752,531</u>
Net Income (Loss) from Operations	905,215	(176,658)	6,126	734,683
Other Income	0	0	0	0
Other Expense	<u>0</u>	<u>(5,654)</u>	<u>0</u>	<u>(5,654)</u>
Net Income (Loss) before Taxes	905,215	(182,312)	6,126	729,029
Corporate Income Tax Benefit (Expense)	<u>(287,789)</u>	<u>57,966</u>	<u>(1,947)</u>	<u>(231,770)</u>
Net Income (Loss)	<u>\$617,426</u>	<u>(\$124,346)</u>	<u>\$4,179</u>	<u>\$497,259</u>

SEE ACCOMPANYING NOTES

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Focus Care, Inc.
Schedule of Operating Expenses per Division
For the Year Ended December 31, 2018

	<u>Education</u>	<u>Healthcare</u>	<u>Other</u>	<u>Total</u>
Administrative Salaries	841,719	1,002,889	164,663	2,009,271
Sales Salaries	632,131	126,540	164,313	922,984
Payroll Taxes	142,002	111,627	28,210	281,839
Employee Benefits	85,491	54,142	25,946	165,579
Commissions	239,160	59,529	13,397	312,086
Advertising and Marketing	335,965	56,050	51,697	443,712
Amortization	0	0	0	0
Bad Debts	0	0	0	0
Consulting	195,421	11,175	0	206,596
Contract Labor	226,303	38,577	0	264,880
Dues and Subscriptions	1,060	9,072	1,602	11,734
Equipment Leasing and Maintenance	3,129	3,292	1,746	8,167
Interest Expense	850	70,151	0	71,001
Information Technology Services	47,293	41,347	2,276	90,916
Fees	25,234	5,702	4,051	34,987
Travel and Entertainment	357,596	22,467	40,550	420,613
Depreciation Expense	50,849	10,258	1,141	62,248
Rent	62,361	49,208	20,787	132,356
Utilities	10,714	10,138	4,658	25,510
Telephone	19,412	15,662	4,998	40,072
Postage and Delivery	10,631	5,349	1,170	17,150
Insurance	25,903	39,881	4,360	70,144
Licenses and Permits	3,742	1,990	109	5,841
Legal and Accounting	12,137	6,865	163	19,165
Recruitment Fees	0	0	0	0
Payroll Service Charges	7,434	4,966	1,541	13,941
Miscellaneous Expense	511	4,145	0	4,656
Office Expense	25,546	38,906	7,764	72,216
Miscellaneous Taxes	7,715	10,860	2,573	21,148
Automobile Expense	23,719	0	0	23,719
Total Operating Expenses	<u>\$3,394,028</u>	<u>\$1,810,788</u>	<u>\$547,715</u>	<u>\$5,752,531</u>

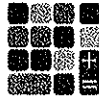
SEE ACCOMPANYING NOTES

(19)

FOCUS CARE, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2017 AND 2016

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Independent Auditor's Report

To the Board of Directors
Focus Care, Inc.
500 West Cummings Park, Suite 2700
Woburn, MA 01801

We have audited the accompanying financial statements of Focus Care, Inc., which comprise the balance sheets as of December 31, 2017 and 2016, and the related statements of earnings and retained earnings, and statements of cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

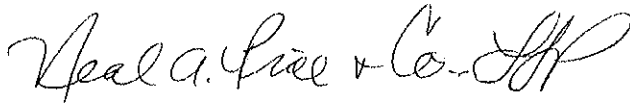
An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness

of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Focus Care, Inc. as of December 31, 2017 and 2016, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Neal A. Price & Company, LLP

April 25, 2018

Focus Care, Inc.
Balance Sheets
December 31, 2017 and 2016

ASSETS

	December 31, 2017	December 31, 2016
Current Assets:		
Cash	\$6,682	\$146,888
Accounts Receivable	2,446,232	1,194,113
Accounts Receivable - Affiliates	0	166,268
Loans Receivable - Affiliates	1,996,533	1,996,180
Loans to Employees	14,857	15,007
Prepaid Expenses	465,947	47,275
Total Current Assets	4,930,251	3,565,731
Property and Equipment:		
Equipment and Furniture	95,661	210,616
Computer Software	543,843	1,386,789
Motor Vehicles	0	88,455
Leasehold Improvements	0	9,756
Total	639,504	1,695,616
Accumulated Depreciation	(551,201)	(1,655,873)
Total Property and Equipment	88,303	39,743
Total Other Assets:		
Security Deposits	18,250	15,100
Future School Licenses	0	1,667
Virtual School License	4,167	296
Loan Receivable - Officer	4,600	0
Deferred Tax Asset	1,511,487	1,724,924
Total Other Assets	1,538,504	1,741,987
Total Assets	\$6,557,058	\$5,347,461

SEE ACCOMPANYING NOTES

(3)

Focus Care, Inc.
Balance Sheets
December 31, 2017 and 2016

LIABILITIES AND STOCKHOLDER'S EQUITY

	<u>December 31,</u> <u>2017</u>	<u>December 31,</u> <u>2016</u>
Current Liabilities:		
Equipment Lease Payable	\$4,331	\$5,039
Line of Credit Payable	920,515	0
Accounts Payable	277,121	71,338
Accrued Expenses	222,763	100,059
Deferred Revenue	50,000	227,974
Total Current Liabilities	1,474,730	404,410
Long-Term Liabilities:		
Equipment Lease Payable	3,805	7,428
Notes Payable - Affiliates	2,140	127,972
Total Long-Term Liabilities	5,945	135,400
Total Liabilities	1,480,675	539,810
Stockholder's Equity:		
Common Stock	1,500	1,500
Additional Paid-in Capital	8,723,619	8,723,619
Retained Earnings	(3,648,736)	(3,917,468)
Total Stockholder's Equity	5,076,383	4,807,651
Total Liabilities and Stockholder's Equity	\$6,557,058	\$5,347,461

SEE ACCOMPANYING NOTES

(4)

Focus Care, Inc.
Statements of Earnings and Retained Earnings
For the Years Ended December 31, 2017 and 2016

	<u>December 31,</u> 2017	<u>December 31,</u> 2016
Sales	\$7,664,087	\$5,333,422
Cost of Goods Sold	<u>3,038,430</u>	<u>2,273,913</u>
Gross Profit	4,625,657	3,059,509
Operating Expenses	<u>4,132,966</u>	<u>2,632,959</u>
Net Income (Loss) from Operations	492,691	426,550
Other Income (Expenses)		
Other Income	25,818	0
Other Expense	<u>(3,800)</u>	<u>0</u>
Net Income (Loss) before Taxes	514,709	426,550
Corporate Income Tax Expense	<u>(245,977)</u>	<u>(149,383)</u>
Net Income (Loss)	268,732	277,167
Retained Earnings, January 1	<u>(3,917,468)</u>	<u>(4,194,635)</u>
Retained Earnings, December 31	<u><u>(\$3,648,736)</u></u>	<u><u>(\$3,917,468)</u></u>

SEE ACCOMPANYING NOTES

(5)

Focus Care, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	December 31, 2017	December 31, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income (Loss)	\$268,732	\$277,167
Noncash items included in Net Income :		
Depreciation and Amortization	28,725	15,859
Loss on Disposal of Assets	8,154	0
Changes in :		
Accounts Receivable	(1,252,119)	(539,581)
Accounts Receivable - Affiliates	166,268	(166,268)
Prepaid Expenses and Licenses	(398,601)	(18,197)
(Increase) Decrease in Deferred Tax Asset	213,437	145,989
Accounts Payable and Accrued Expenses	328,487	(27,981)
Deferred Revenue	(177,974)	227,974
	(1,083,623)	(362,205)
NET CASH PROVIDED BY (USED BY) OPERATING ACTIVITIES	(814,891)	(85,038)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital Expenditures	(107,714)	(10,706)
Employee Loans	150	200
Security Deposits	(3,150)	0
Loans to Officer	(4,600)	0
Loan Payments From Affiliates	(353)	(370)
	(115,667)	(10,876)
NET CASH PROVIDED BY (USED BY) INVESTING ACTIVITIES	(115,667)	(10,876)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings on Line of Credit	5,228,963	0
Payments on Line of Credit	(4,308,448)	0
Loan Payments to Affiliate	(125,832)	(100,822)
Payments on Equipment Lease	(4,331)	(4,331)
	\$790,352	(\$105,153)
NET CASH PROVIDED BY FINANCING ACTIVITIES	\$790,352	(\$105,153)

SEE ACCOMPANYING NOTES

(6)

Focus Care, Inc.
Statements of Cash Flows
For the Years Ended December 31, 2017 and 2016

	<u>December 31,</u> <u>2017</u>	<u>December 31,</u> <u>2016</u>
NET INCREASE IN CASH	(\$140,206)	(\$201,067)
CASH, JANUARY 1	<u>146,888</u>	<u>347,955</u>
CASH, DECEMBER 31	<u><u>\$6,682</u></u>	<u><u>\$146,888</u></u>

SUPPLEMENTAL DISCLOSURES OF:

Cash Paid During the Year for:

Interest	\$27,134	\$2,205
Income Taxes	13,000	3,394

SEE ACCOMPANYING NOTES

(7)

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE A - Summary of Significant Accounting Policies:

Focus Care, Inc. (The Company) operates as two divisions:

Focus Eduvation, an e-learning company that specializes in custom tutoring solutions and developmental services for the K-12 and Higher Education market. Focus Eduvation's expertise combines cutting edge technology and scalable services to meet current, emerging market needs. The Company provides Assessment, Content Creation, Multimedia, Online Tutoring, and a host of IT solutions services to schools and publishers. The Company's aim is to offer innovative learning solutions that improve class instructions and maximize learning outcomes for the K-12 and higher education segments.

Focus Care division specializes in providing nursing and allied healthcare staff to healthcare institutions in the United States of America. The Company provides healthcare professionals to hospitals, nursing homes, clinics, doctors' offices and insurance companies. The Company's highly qualified healthcare professionals are quality screened, educationally tested and licensed, with experience in many different areas of medical practice. Focus Care, Inc. provides medical, surgical, specialty nurses, licensed practical or vocational nurses, and advanced practice nurses in a wide range of specialties for placement in the United States of America.

These statements have been prepared on the accrual method. Income is reported when earned, whether or not received, and Expenses are reported when incurred, whether or not paid.

Cash and Cash Equivalents - The Company considers cash on hand, deposits in banks, and certificates of deposit with original maturities of three months or less as cash and cash equivalents for financial statement purposes.

Accounts Receivable - Trade Accounts Receivable are stated at the amount The Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its customers to make required payments. Accounts Receivable are presented net of an allowance for doubtful accounts of \$38,000 as of December 31, 2017 and 2016.

Property and Equipment - Property and Equipment are stated at cost. Property and Equipment are depreciated using the straight-line method over useful lives ranging from 3-5 years.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE A - Summary of Significant Accounting Policies (Continued):

Expenditures which significantly increase asset values or extend useful lives are capitalized, while maintenance and repairs are expensed as incurred.

Revenue Recognition Accounting Policy - The Company recognizes revenue only when all of the following criteria are met:

- ~ Pervasive evidence of an arrangement exists;
- ~ Delivery has occurred or services have been performed;
- ~ The fee for the arrangement is fixed or determinable; and
- ~ Collectibility is reasonable assured.

Pervasive evidence of an arrangement - The Company documents all terms of an arrangement in a written agreement signed by the customer prior to recognizing revenue.

Delivery has occurred or services have been performed - The Company recognizes revenue when nurses have performed duties for the client. Timesheets are completed by the nurses for the hours worked. The Company also recognizes revenue when educational services are provided by the client.

The fee for the arrangement is fixed or determinable - A contract exists for each client which determines the hourly rate to be billed for nurses services.

Collectibility is reasonably assured - The Company determines that collectibility is reasonably assured prior to recognizing revenue. Collectibility is assessed on a client by client basis based on criteria outlined by management. The Company does not enter into arrangements unless collectibility is reasonably assured at the outset.

Project revenue in the education division is recognized as the services are provided, written agreements or signed purchase orders are accepted to recognize revenue.

Software licenses sold are recognized on the date of activation of the software

Deferred Revenue includes services billed in advance of services actually provided.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE A - Summary of Significant Accounting Policies (Continued):

Advertising and Marketing - The Company's Advertising and Marketing costs are expensed as incurred.

Fair Value Measurements - The Company applied generally accepted accounting principles (GAAP) for fair value measurements of financial assets that are recognized or disclosed at fair value in the financial statements on a recurring basis. GAAP defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. GAAP also establishes a framework for measuring fair value and expands disclosures about fair value measurements.

In October 2008, the FASB issued additional guidance that clarifies the application of fair value measurements in cases where the market for a financial instrument is not active and provides an example to illustrate key considerations in determining fair value in those circumstances. The Company has considered that guidance in its determination of estimated fair value as of December 31, 2017.

Fair Value of Financial Instruments Approximates Carrying Amount - The Company's financial instruments are cash and cash equivalents, accounts receivable, accounts payable, notes payable, and long-term debt. The recorded values of cash and cash equivalents, accounts receivable, and accounts payable approximate their fair value based on their short-term nature. The recorded value of notes payable and long-term debt approximate their fair values; as interest approximates market rates.

Long-Lived Assets - In accordance with generally accepted accounting principles, long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset be tested for possible impairment, The Company first compares undiscounted cash flows expected to be generated by an asset to the carrying value of the asset. If the carrying value of the long-lived asset is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals as considered necessary.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE A - Summary of Significant Accounting Policies (Continued):

FASB ASC 740-10 - Effective January 1, 2009, The Company adopted the provisions of Financial Accounting Standards Board Accounting Standards Codification 740 - 10 relative to uncertainties in tax positions. Under these provisions, The Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances. As of December 31, 2017, The Company does not have any uncertain tax positions.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE B - Affiliated Companies:

The Company is related under common ownership to six other corporations.

Focus Clinic Care PVT LTD (An Affiliated Corporation) is the representative, recruiter, and trainer in India for Focus Care, Inc. The amount paid for these services in the years ended December 31, 2017 and 2016, was \$0. The amount Focus Care, Inc. is owed by Focus Clinic Care PVT LTD for these services was \$3,989 as of December 31, 2017 and December 31, 2016.

Focus Care, Inc. has loaned funds to Principal Healthcare, Inc. (An Affiliated Corporation). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2017 and 2016 is \$576,917 and \$576,598, respectively. Principal Health Care, Inc. is no longer an operating entity. The debt owed to Focus Care, Inc. is guaranteed by an officer of Principal Health Care, Inc.

Focus Care, Inc. has loaned funds to Crimson Soft Solutions, Inc. (An Affiliated Corporation). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2017 and 2016 is \$612,771 and \$612,367, respectively. Crimson Soft Solutions, Inc. is no longer an operating entity. The debt owed to Focus Care, Inc. has been guaranteed by an officer of Crimson Soft Solutions, Inc.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE B - Affiliated Companies (Continued):

Focus Care, Inc. has loaned funds to Focus Softek Private, LTD. (An Affiliated Company). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2017 and 2016 is \$40,000.

Focus Care, Inc. has loaned funds to Focus Educare Private, LTD. (An Affiliated Company). The loan is considered long-term. The balance due to Focus Care, Inc. as of December 31, 2017 and 2016 was \$3,989.

Advance Tech Enterprises, LTD (An Affiliated Company) provides educational services for the education division of The Company. The amount paid for these services in the years December 31, 2017 and December 31, 2016 are \$2,245,368 and \$1,921,063, respectively. The amount owed to The Company as of December 31, 2017 and 2016 are \$741,125 and \$166,268, respectively.

NOTE C - Note Payable - Affiliates:

The Company is indebted to Albury Limited (An Affiliated Company) for a note payable in the amount of \$2,140 as of December 31, 2017, and \$127,972 as of December 31, 2016. The loan is payable in 8 equal quarterly installments beginning January 2, 2012. The interest rate on the loan is 3% per annum.

Approximate annual maturities of all debt, including related party debt over the next five years are as follows as of December 31, 2017:

2018	\$2,140
2019	0
2020	0
2021	0
2022	0
	\$2,140

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE D - Note Payable - Revolving Line of Credit:

On December 15, 2016 The Company pledged corporate assets to secure a revolving line of credit in an aggregate amount of up to \$1,000,000 from Blue Hills Bank. The revolving loan bears an interest rate of The Wall Street Journal Prime Rate plus one half of one percent per annum. The balance owed as of December 31, 2017 was \$920,515. On March 5, 2018 The Company terminated the Revolving Line of Credit with Blue Hills Bank and entered a new Revolving Line of Credit agreement with Eastern Bank in the amount of \$2,000,000. The Line of Credit is secured by the corporate assets. The Revolving Line of Credit bears interest at the Eastern Bank Base Rate.

NOTE E - Equipment Lease Payable:

On April 23, 2015, The Company entered into an agreement to lease a telephone system from Baytree Finance Group. The Term of the lease is 60 months at \$419.93 per month. The Balance due as of December 31, 2017, is as follows:

Current Portion	\$4,331
Long-Term Portion	3,805
Total Due	<u><u>\$8,136</u></u>

NOTE F - Motor Vehicle Lease Agreement:

On April 24, 2016 The Company entered into an agreement to lease a 2016 Mercedes - Benz GL450W4 from Mercedes - Benz Financial Services. The Term of the lease is 36 months at \$830.57 per month. The Balance due as of December 31, 2017 is \$12,458.55

NOTE G - Lease Commitment:

The Company conducts its operations from offices located at 500 West Cummings Park, Suite 2700, Woburn, MA 01801.

As of January 15, 2008, The Company is jointly obligated with Principle Health Care, Inc. under a long-term lease for office space at 600 West Cummings Park, Suite 5000 providing for minimum annual rentals of \$85,440 through 2012. On May 23, 2013, the lease was extended until July 30, 2020, providing for minimum annual rentals of \$86,862. As of May 22, 2015, The Company moved to 500 West Cummings Park, Suite 2700.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE G - Lease Commitment (Continued):

As of November 15, 2017, The Company is obligated under a lease for office space at 500 West Cummings Park, Suite 5000 providing for base annual rent of \$38,196 through November 14, 2018.

Future minimum rental commitments are as follows:

<u>Year Ending December 31st</u>	<u>Minimum Rental Commitments</u>
2018	<u>\$125,058</u>
	<u>\$125,058</u>

NOTE H - Concentration of Credit Risk:

Major Customers:

For the year ended December 31, 2017, sales to two customers were in excess of 10% of The Company's total sales and amounted to approximately \$2,747,084. At December 31, 2017, accounts receivable from these customers was \$969,015.

For the year ended December 31, 2016, sales to two customers were in excess of 10% of The Company's total sales and amounted to approximately \$2,187,843. At December 31, 2016, accounts receivable from these customers was \$642,921.

The Company maintains its cash in bank deposit accounts which, at times, may exceed insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant risk on cash and cash equivalents. Accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At December 31, 2017 The Company had approximately \$0 in excess of FDIC limits.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE I - Common Stock:

The Company has Authorized, No Par Value, 1500 Shares of Common Stock of which 1500 Shares are Issued and Outstanding. Amount paid in on these Shares is \$1,500. In 2007, Additional Paid in Capital of \$2,552,627 was contributed to The Company. In 2008, Additional Paid in Capital of \$184,925 was contributed to The Company. In 2011, Additional Paid In Capital of \$3,976,975 was contributed to The Company and debts owed to the shareholders of of \$666,133 was converted to Additional Paid in Capital. In 2012, Additional Paid in Capital of \$592,587 was contributed to The Company.

NOTE J - Income Tax Expense:

The components of Income Tax Expense for the years ended December 31, 2017 and 2016, are as follows :

	December 31, 2017	December 31, 2016
Federal	\$166,825	\$105,789
Massachusetts	79,152	43,594
Total Income Tax Expense	\$245,977	\$149,383

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets, including tax loss and credit carryforwards, and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Deferred income tax expense represents the change during the period in the deferred tax assets and deferred tax liabilities. The components of the deferred tax assets and liabilities are individually classified as current and non-current based on their characteristics. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax asset will not be realized.

As of December 31, 2017, The Company has a Net Operating Loss Carryover of \$5,035,215 expiring between 2027 and 2032.

Focus Care, Inc.
Notes to Financial Statements
December 31, 2017 and 2016

NOTE K - Subsequent Events:

Subsequent Events were evaluated through April 25, 2018, which is the date the financial statements were available to be issued. As of this date, there are no subsequent events which would impact these financial statements.



**Independent Auditor's Report
on Supplemental Information**

To the Board of Directors
Focus Care, Inc
500 West Cummings Park, Suite 2700
Woburn, MA 01801

We have audited the accompanying financial statements of Focus Care, Inc. as of and for the years ended December 31, 2017 and 2016, and issued our report thereon dated April 25, 2018 which expressed an unmodified opinion on those financial financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Expenses, Schedule of Earnings per Division, and Schedule of Operating Expenses per Division is presented for purposes of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Neal A. Price & Company, LLP

April 25, 2018

Focus Care, Inc.
Schedules of Operating Expenses
For the Years Ended December 31, 2017 and 2016

	December 31, 2017	December 31, 2016
Administrative Salaries	\$1,383,740	\$799,042
Sales Salaries	857,389	745,105
Payroll Taxes	205,941	206,188
Employee Benefits	6,104	5,810
Commissions	130,368	108,370
Advertising and Marketing	287,578	179,385
Amortization	1,667	2,000
Bad Debts	78,000	2,817
Consulting	115,399	12,493
Contract Labor	84,927	0
Dues and Subscriptions	17,911	11,334
Equipment Leasing and Maintenance	5,852	12,384
Interest Expense	27,134	2,205
Information Technology Services	96,653	73,033
Fees	27,121	18,597
Travel and Entertainment	270,009	171,475
Depreciation Expense	20,929	11,119
Rent	95,719	89,807
Utilities	17,140	15,778
Telephone	36,103	28,811
Postage and Delivery	16,722	7,747
Insurance	136,548	43,751
Licenses and Permits	8,165	6,445
Legal and Accounting	24,270	22,147
Recruitment Fees	65,100	0
Payroll Service Charges	11,556	8,944
Miscellaneous Expense	9,736	74
Office Expense	72,744	42,245
Miscellaneous Taxes	1,028	1,384
Automobile Expense	21,413	4,469
Total Operating Expenses	\$4,132,966	\$2,632,959

Focus Care, Inc.
Schedule of Earnings per Division
For the Year Ended December 31, 2017

	<u>Education</u>	<u>Healthcare</u>	<u>Total</u>
Sales	\$6,675,983	\$988,104	\$7,664,087
Cost of Goods Sold	<u>2,543,256</u>	<u>495,174</u>	<u>3,038,430</u>
Gross Profit	4,132,727	492,930	4,625,657
Operating Expenses	<u>2,735,699</u>	<u>1,397,267</u>	<u>4,132,966</u>
Net Income (Loss) from Operations	1,397,028	(904,337)	492,691
Other Income	0	25,818	25,818
Other Expense	<u>0</u>	<u>(3,799)</u>	<u>(3,799)</u>
Net Income (Loss) before Taxes	1,397,028	(882,318)	514,710
Corporate Income Tax Benefit (Expense)	<u>(554,787)</u>	<u>308,810</u>	<u>(245,977)</u>
Net Income (Loss)	<u>\$842,241</u>	<u>(\$573,508)</u>	<u>\$268,733</u>

SEE ACCOMPANYING NOTES

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Focus Care, Inc.
Schedule of Operating Expenses per Division
For the Year Ended December 31, 2017

	<u>Education</u>	<u>Healthcare</u>	<u>Total</u>
Administrative Salaries	\$745,652	\$638,088	\$1,383,740
Sales Salaries	724,786	132,603	857,389
Payroll Taxes	128,483	77,458	205,941
Employee Benefits	4,092	2,012	6,104
Commissions	123,244	7,124	130,368
Advertising and Marketing	235,914	51,664	287,578
Amortization	1,667	0	1,667
Bad Debts	78,000	0	78,000
Consulting	78,452	36,947	115,399
Contract Labor	37,317	47,610	84,927
Dues and Subscriptions	1,781	16,130	17,911
Equipment Leasing and Maintenance	3,862	1,990	5,852
Interest Expense	2,190	24,944	27,134
Information Technology Services	31,747	64,906	96,653
Fees	5,301	21,820	27,121
Travel and Entertainment	197,497	72,512	270,009
Depreciation Expense	12,644	8,285	20,929
Rent	60,630	35,089	95,719
Utilities	8,206	8,934	17,140
Telephone	20,940	15,163	36,103
Postage and Delivery	11,600	5,122	16,722
Insurance	83,312	53,236	136,548
Licenses and Permits	6,323	1,842	8,165
Legal and Accounting	11,127	13,143	24,270
Recruitment Fees	65,100	0	65,100
Payroll Service Charges	6,663	4,893	11,556
Miscellaneous Expense	8,257	1,479	9,736
Office Expense	40,131	32,613	72,744
Miscellaneous Taxes	624	404	1,028
Automobile Expense	157	21,256	21,413
	<u>\$2,735,699</u>	<u>\$1,397,267</u>	<u>\$4,132,966</u>
Total Operating Expenses	<u>\$2,735,699</u>	<u>\$1,397,267</u>	<u>\$4,132,966</u>

SEE ACCOMPANYING NOTES

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