

**PROPOSAL FOR TELERECORDER
TRANSCRIPTION SERVICES**

RFP 5821 Z1

STATE OF NEBRASKA

**DISABILITY DETERMINATION
SERVICES**

TECHNICAL PROPOSAL

STONE NETWORK INC.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

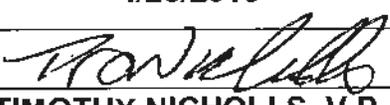
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ 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 RFP.

_____ 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:	STONE NETWORK INC.
COMPLETE ADDRESS:	1600 Horizon Drive, Suite 115, Chalfont, PA 18914
TELEPHONE NUMBER:	215-712-2400
FAX NUMBER:	215-712-0107
DATE:	4/26/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	TIMOTHY NICHOLLS, V.P.

Form A
Bidder Contact Sheet
Request for Proposal Number 5821 Z1

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

Preparation of Response Contact Information	
Bidder Name:	STONE NETWORK INC.
Bidder Address:	1600 HORIZON DRIVE, SUITE 115 CHALFONT, PA 18914
Contact Person & Title:	TIMOTHY NICHOLLS
E-mail Address:	tim@stonenetwork.net
Telephone Number (Office):	215-712-2400
Telephone Number (Cellular):	215-806-5654
Fax Number:	215-712-0107

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder'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	
Bidder Name:	STONE NETWORK INC.
Bidder Address:	1600 HORIZON DRIVE, SUITE 115 CHALFONT, PA 18914
Contact Person & Title:	TIMOTHY NICHOLLS
E-mail Address:	tim@stonenetwork.net
Telephone Number (Office):	215-712-2400
Telephone Number (Cellular):	215-806-5654
Fax Number:	215-712-0107

PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT OVERVIEW

The DDS is a State of Nebraska government agency responsible for adjudicating disability claims on behalf of the Social Security Administration. On average, our current Contractor generates approximately 600 reports per month, 75,000 lines per month. The average length of a report is about 4 pages. The claimant's name and social security number are provided by the medical provider. There are not any special templates. There are four formats: standard medical, medical summary, residual functional capacity and psychological reports. See Sample Reports. The work cannot be returned via e-mail. Currently, the information is uploaded by the Contractor to their secure website and is then downloaded at the DDS. Approximately 150 physicians dictate per month and are located in-office, in-state and out-of-state.

BUSINESS REQUIREMENTS

Contractors must be able to provide satisfactory evidence of an enforceable strategy for safeguarding confidential information and complying with HIPAA.

SCOPE OF WORK

Bidder to describe its proposed method for providing the DDS electronic transcription of medical reports, along with the other items outlined in this Scope of Work.

1. Provide electronic transcription of medical reports.

Bidder Response:

Stone Network (Stone), a Pennsylvania corporation located in Chalfont, PA, is a national provider of medical transcription services. Stone Network has been in business since 2000. We currently transcribe for seven (7) DDS programs and have done so successfully for years. We focus 100% of our time and effort on medical transcription – that is all we do.

Stone recognizes that our customers have a mission to serve the public need efficiently and effectively. With Stone, you can be confident that your critical medical transcription processes are the most efficient and effective in the industry. Stone is managed by a professional team whose functional expertise, ongoing training, and technology skills maximize results and minimize cost.

With Stone you will not be paying for our education. We are experienced in Disability transcription work and have ample experience in high-volume accounts. We are currently providing Disability Determination services for Nebraska as well as several other states, including North Carolina, Wisconsin, Minnesota, Connecticut, Rhode Island and New Hampshire.

We have worked with many other programs to develop alternative document delivery processes for our clients. Our programs, such as encrypted e-mail and web access to reports, have helped other DDS offices improve processing time and reduce costs.

We have a tested approach to providing successful Disability transcription services. We apply technology to achieve maximum efficiency, cost containment and effectiveness. In addition, we manage our operations with the goal of uninterrupted service to dictators and uninterrupted workflow for NEDDS employees. Our management has over 95 years of combined medical transcription experience. Our business procedures have been tested and refined and we constantly strive to improve

them for the benefit of our customers. Our methodology for implementing new requirements for an account includes a detailed project plan, regular communication with the client to verify performance specifications, and continuous measurement of our performance to track our service levels.

With Stone you get the technology of a 'big company' and the customized client care of a 'small company' - the best of both worlds! We have the "big company" experience and ability that is second-to-none in the industry, regardless of size. We transcribe over 40 million lines of medical transcription per year and are comfortable with contracts the size of the NEDDS contract. We have systems and processes in place that have allowed us to successfully complete previous projects and successfully perform current ones. We offer all of the most modern technology available to the industry today.

We are, however, a "small company" with all the personal client touches that brings. When you call our office you will not get voice mail or have to play telephone tag to get a question answered. We have one office, in Chalfont, PA and all of our management, technological and support staff is located there every day. We customize your account to meet your needs – you don't have to fit your requirements into our processes. All of our accounts are very important to us and you will be treated that way by everyone at Stone!

All services described herein shall be performed within the United States and within Stone's secure facility in Chalfont, Pennsylvania which ensures the confidentiality of all reports and where a supervisor will be present and responsible for monitoring the performance of the transcriptionists.

Stone Network, Inc. (Stone) understanding of the service required is that the Nebraska Disability Determination Services (DDS) needs the contractor to transcribe reports from medical health or human service professionals. This service is offered to these dictators as a means to expedite case processing. These reports may be dictated over an 800 toll-free number, available 24/7 to equipment at the contractor's location, supplied by the contractor for the DDS. This digital recording equipment will be dedicated exclusively for DDS dictation. It will permit multiple callers to access and dictate at the same time and will have sufficient ports for access so as to avoid busy signals. It will be large enough for both current needs and for expansion later, should it become necessary. This equipment will be monitored continuously to ensure proper operating functions.

These reports must be transcribed accurately due to the quasi-legal nature of the reports using the format specified by the DDS. The contractor guarantees the confidentiality of these reports.

The completed reports are then to be returned within the time frame specified by the DDS in order that the DDS can render a prompt decision to all applicants. The original and a detailed log will be returned electronically to the DDS.

All transcriptionists working on this account will be located and supervised at the contractor's location. In addition, all equipment necessary to record the reports at the contractor's location, to transcribe the reports and to transmit the work to the DDS shall be supplied by the contractor at the contractor's cost and will be located at the contractor's secure facility. All equipment must meet the specifications outlined by the DDS in the RFP. All of this equipment shall be under maintenance contracts, the cost of which will be the contractor's responsibility.

All services shall be performed in the United States in a secure facility under the direct supervision of Stone at all times.

Stone will bill the DDS per line as defined in the RFP.

2. Provide the capability of allowing the medical community to call in direct to the Contractor's 800 toll free number, on an "as needed" basis, available 24 hours a day seven (7) days a week and ensure a mechanism for identifying which dictations are for the DDS in order to comply with a desired 24 hour turn-around time. Consideration is given for weekends and holidays.

Bidder Response:

All equipment necessary to perform this contract is already on site and operating. Stone will record the dictation by means of state-of-the-art digital recording equipment located at our secure main office in Pennsylvania. This digital recording equipment will be dedicated for DDS dictation. It will permit multiple callers to access and dictate at the same time and will have sufficient ports for access for both current needs and for expansion later, should it become necessary. This equipment will be monitored continuously to ensure proper operating functions.

The central recorder that Stone will provide is the most up-to-date system available and incorporates many of the enhancements that the industry has experienced over the last few years. It can have a customized prompt and message for DDS dictators assuring them that they have reached the DDS dictation system. DDS can provide the information required for the message.

The system will have control features: start/stop, pause, listen and operator features available to the dictator. The digital recorder on these lines will have an announcement device with a recorded message informing dictators that they have reached the dictation system for the DDS. It will also inform them of the data required for the report. Stone can configure the voice prompts to accommodate any specifications of DDS. Typical voice prompts are as follows:

Greeting: Welcome to the Digital Voice Dictation System.

Prompt 1: Please enter your User ID number

Prompt 2: Please enter the Patient Number

Prompt 3: Please enter the Work Type (Optional)

Dictators will begin speaking after a short “bcep” and will have access to numerous user features. Stone will configure the phone keypad to accommodate the user commands designated by DDS. Typical functions for the keypad are as follows:

Keypad	
Number	Function
1	PAUSE / STOP
2	RECORD
3	SHORT REVIEW
4	FAST FORWARD
5	DISCONNECT
6	LONG REVIEW
7	REWIND TO BEGINNING / PLAY
8	END ONE REPORT AND START ANOTHER
9	GO TO END

Stone will be responsible for all charges for installation of the dictation system(s). Additional features include:

- Extensive user preferences for dictate, listen, and transcribe
- Adaptable to any touch-tone phone or specialized stations
- Offload/Onload to move dictation into and out of system
- Adjustable recording quality to 4 times industry standard
- Seamless integrated voice mail option
- Built-in network support
- Custom voice prompting and user-created prompting
- 24 hour continuous and fault tolerant operation
- CPR ready offering client/server voice integration
- Expert and custom interface capability
- Macro language for functional customization
- SQL compliant database
- Verbal help for users during dictation
- Priority work flashes in red on the screen
- Audio volume setting per user
- User command emulation for: Lanier, Dictaphone, Sony, Hill, RTAS, etc.
- Suspend job to handle priority dictation
- Can integrate into multiple word processing packages
- Multiple levels of password for management control.

This digital equipment does not require any routine maintenance so there would be no scheduled ‘down time.’ However, should some malfunction take place that results in the digital system becoming inoperative, Stone will provide a backup digital dictation system that would be available to all DDS dictators so that there would be no interruption in service. In addition, this equipment has built-in scalability - the ability to expand with the account - something we take care to factor into all aspects of our service!

3. Ensure confidentiality of all DDS reports.

Bidder Response:

Stone strives to comply with the everchanging Federal laws and standards and policies associated with information and information security.

We are always committed to ensure the privacy, confidentiality and security of claimants' health information as an essential business function in our processes and to sustain our business relationship with our clients. The identified or classified Protected Health Information shall be accessed by the designated staff to the quantum on a 'Need to Know' basis.

- **Stone has to have access to pertinent claimant information in order to provide transcription services to the DDS, and we take this responsibility very seriously. Stone and its personnel always adhere to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 standards in providing service to the DDS. DDS dictation is never commingled. All medical reports in Stone's possession are safeguarded at all times by building fire alarm and security systems, hardware and software firewalls for internet security, encrypted hard drives, and virus protection software. All terminals and programs are password protected, and the passwords are changed on a regular basis.**
- **Stone personnel know that the DDS is the sole entity authorized to release any patient information and they should not disclose pertinent patient data to anyone not involved with the performance of providing direct care for the patient.**

Our Compliance Program Plan includes the following Safeguards for PHI Confidentiality, Integrity & Availability:

a. Administrative Safeguard:

- 1. Definite organizational security policies and procedures**
- 2. Designated security Officer (HIPAA Compliance Officer)**
- 3. Background check for employee before induction**
- 4. Confidentiality and Non-Disclosure agreement for employees**

5. **Employee Training on information/data handling**
6. **Scheduled training**
7. **Role based File Routing/access control**

b. Physical Safeguard:

1. **Control of peripherals (Disabled duplicating facilities)**
2. **Declaration of media & devices during entry and exit**
3. **Secure Enterprise grade Workstation**
4. **Inspection & Audit control**
5. **Backup, Media & Device Control Policy**
6. **CCTV Systems (Video Surveillance Systems)**

c. Technical Safeguard:

1. **Access Control (Role-based File Access/Access Control Policy) based on least privilege access**
2. **Antivirus with latest virus definition – Centralized Anti-Virus Server for effective monitoring and control (Antivirus Policy)**
3. **Hardware enterprise firewall Box with automatic update (Firewall policy)**
4. **Secured file transmission using secure file and encrypted data transmission.**
5. **Data Destruction after data retention period**
6. **Change control & revision control**
7. **Terminal/Workstation Access control using enforced password & automatic log off**
8. **Periodic Enforced Password Change and auditing.**
9. **Audit/Access Trail maintenance**

Training and Awareness

Every individual who accesses the classified PHI shall be inducted to awareness training during the employee induction process and before authorizing them to access the PHI.

A continual refreshment training/program is conducted to make them up to date on the compliance plan and also to rectify any apprehension they might have.

Mitigation

For any breach or non compliance or any unauthorized use or disclosure of protected health information is mitigated to the extent possible.

- **Stone is committed to ensuring the highest level of security for client sensitive information. Pursuant to that goal, all computers or other information devices that process sensitive information are required to maintain security systems. We complete a computer security check sheet semi-annually, and attest that they are at least meeting the following requirements:**
- **Antivirus/Antispyware software is installed and updated regularly.**
- **Software or hardware appliances firewall is installed and fully operational.**
- **Paper documents are properly disposed of.**
- **Electronic files/documents are “shredded” at least 3 times using a software shredder**

Computers other information devices are physically restricted to authorized personnel.

- **Screen saver timeouts with passwords are employed with a 15 minute timeout.**
- **Passwords to information systems are not saved for auto-logon purposes.**

Stone will safeguard PHI and PII and immediately report any loss of PHI/PII to the appropriate DDS official as required. Stone will ensure that all employees immediately report both the actual and possible loss of PHI/PII to the appropriate individual. Stone will gather the following information to report the loss of PHI/PII: contact information, description of loss (including time and location), what safeguards were used, which components were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).

Safeguarding of PHI/PII is of primary concern at Stone. Our systems are secure and HIPAA compliant. They are constantly reviewed and updated to ensure that PHI/PII will only be saved, stored or hosted on our secure computer with restricted access. Stone accomplishes this safeguarding by using a closed typing system. This ensures that only authorized users can access sensitive data - giving the right people the right access at the right time. Select attributes, such as job function and responsibilities can be turned off if a person is terminated or takes a new role that does not require access to certain systems. We distribute user and access-policy-management responsibilities to individuals best suited to administer their group of MTs.

Stone also takes the following steps to make PHI/PII and sensitive information more secure:

- Define who can access PHI/PII.
- Establish rules for how authorized employees can use PHI/PII.
- Comprehensively educate employees. We deliver copies of policies to employees, offer training sessions and have employees sign a statement acknowledging they will abide by the policies.
- This effort helps to prevent data leakage and the loss of PHI/PII.
- Never leave PHI/PII unattended
- Always safeguard computers when away for any length of time.
- Store all sensitive information, which includes PHI/PII, in lockable offices and/or cabinets
- Protect PHI/PII when transporting (secure/encrypted email/web, mailing, fax) use simple cover sheets and/or sealed envelopes, and deliver documents directly to the intended recipient that is authorized to handle PHI/PII
- Cross-cut shredding of documents containing PHI/PII when no longer needed

In addition, we conduct routine in-service sessions with all transcriptionists and clerical personnel who would be involved in handling such information to reinforce their responsibility to protect any and all PHI/PII. This instruction also takes place during the hiring process for all new hires.

Stone confirms its understanding and agrees that it will conform with all of the requirements of RFP regarding the protection of PHI/PII.

INFORMATION SECURITY POLICIES

Security covers several areas:

- User authentication of dictators, transcriptionists and supervisory staff. Physical security of the data held within the dictation systems/server for the duration of the dictation transaction and beyond, per customer contract.
- Security of the data communication mechanism between the dictation server, transcriptionists and document distribution workstation at the client organization.
-

Information Organization Within Stone

Client organizations, whether they are hospitals or other transcription clients, exist within Stone's Web-based transcription platform. The platform's security architecture guarantees the integrity and security of each client.

All features on the new platform, such as transcriptionists, dictators, reports, work-pools, reports etc., are represented as assets of those clients. Access to assets of those companies is only granted to authorized account holders who exist within that client.

Telephone Access: All access to the telephone digital recording requires the user to enter a digit string that is unique to them.

Website Access: All access to Stone's platform is via secure Web pages. Each user, whether they are dictators, transcriptionists or supervisors, possesses a unique user name and password used to log on to the system. The user name will identify the user as a dictator, a transcriptionist or a supervisor.

Website Security: All data transfer between Stone's Web server and the client browser takes place using HTTPS protocol.

Physical Security: Physical security guarantees the safety of the data stored within the data center. The data center is equipped with the necessary facilities to keep the platform up and running 24 hours a day, 7 days a week. Within these facilities, the platform delivers the highest levels of reliability through a number of redundant subsystems such as Internet traffic and in and outbound telephony and Uninterruptible Power Supply (UPS). Access to and from the Internet is restricted first by a router which is programmed to limit IP translation to a minimum set of machines and by a firewall to further restrict and control IP message forwarding.

4. Provide monthly billing with accurate log.

Bidder Response:

Stone understands and agrees that they will bill once monthly, usually by the tenth (10th) day of the month following the month in which services were provided. Copies of the daily transcription logs for the subject month shall be submitted with the invoice. The daily transcription logs shall include daily line counts and daily report totals. DDS will only pay for lines transcribed and received in completed CERs adhering to the specifications identified in this contract. DDS reserves the right to make necessary adjustments after review of the invoice and prior to authorizing payment for the period.

Stone understands that invoices shall bear the correct purchase order number to ensure prompt payment. Failure to include the correct purchase order number may cause delay in payment. Invoices shall itemize the work for which payment is sought.

Stone Network understands and agrees that a "billable line" consists of sixty-five characters and spaces. The total number of "billable lines" in a document is calculated by dividing the total number of characters and spaces in the document (as calculated by Microsoft Word) by sixty-five (65). If the result of the calculation is not a whole number, result shall be rounded up to the next whole number. For example: a document with 5882 characters and spaces, as determined by Microsoft Word software, has 91 billable lines ($5882 \div 65 = 90.49$, which is rounded up to 91).

5. Provide contact person to resolve problems.

Bidder Response:

Stone structures each account so the customer has one point of contact in the management group for any question concerning the account. The account manager is the focal point of each account and is responsible for communicating with the dictators and the DDS. The account manager is also responsible for all aspects of the account including quality, turnaround time, and billing. The account manager can pull from many technical resources within Stone, but ultimately they are responsible for satisfying the customer. Joyce Metzinger has been the account manager for the last several years and would continue to be the account manager. She can be contacted by phone at 215-712-2400, by fax at 215-712-0107 or by e-mail at joyce@stonenetwork.net.

6. Provide custom dictation instructions.

Bidder Response:

Stone confirms its ability to provide dictation instructions that would thoroughly explain the features of the dictation system. (We will provide an electronic version of this to the DDS as well). These instructions can be made available to all Dictating Health Care professionals no later than two (2) weeks before Stone assumes responsibility for the dictation services. Stone will also be responsible to provide this information to Dictating Health Care Professionals who are retained after the beginning of the contract period. The composition and content of these instructions will be approved by the DDS prior to distribution and will include both the dictation number and toll-free customer service number.

In addition, should the DDS desire, we would provide custom dictation instructions on laminated wallet-sized dictation cards to be made available for all dictators.

7. Permit multiple callers to access and dictate at the same time.

Bidder Response:

Stone will record the dictation by means of state-of-the-art digital recording equipment located at our secure main office in Pennsylvania. This digital recording equipment will be dedicated for DDS dictation. It will permit multiple callers to access and dictate at the same time and will have sufficient ports for access to avoid any collision. There will be sufficient ports available for current needs and have the ability for expansion later, should it become necessary. It is important that this equipment is scalable to accommodate future volumes. This equipment will be monitored continuously to ensure proper operating functions.

8. Control features such as: start, stop, rewind, pause, listen, fast forward, end, etc.

Bidder Response:

The central recorder that Stone will provide is the most up-to-date system available and incorporates many of the enhancements that the industry has experienced over the last few years. It can have a customized prompt and message for DDS dictators. DDS can provide the information required for the message. In addition, should the DDS desire, we would provide custom dictation instructions on laminated wallet-sized dictation cards to be made available for all dictators.

The system will have control features: start/stop, pause, listen and operator features available to the dictator. Recorders on these lines will have an announcement device with a recorded message informing dictators of the data required for the report. Stone can configure the voice prompts to accommodate any specifications of DDS. Typical voice prompts are as follows:

Greeting: Welcome to the Digital Voice Dictation System.

Prompt 1: Please enter your User ID number

Prompt 2: Please enter the Patient Number

Prompt 3: Please enter the Work Type (Optional)

Dictators will begin speaking after a short “beep” and will have access to numerous user features. Stone will configure the phone keypad to accommodate the user commands designated by DDS. Typical functions for the keypad are as follows:

	Keypad
	Number Function
1	PAUSE / STOP
2	RECORD
3	SHORT REVIEW
4	FAST FORWARD
5	DISCONNECT
6	LONG REVIEW
7	REWIND TO BEGINNING / PLAY
8	END ONE REPORT AND START ANOTHER
9	GO TO END

Stone will be responsible for all charges for installation of the dictation system(s).

9. Reports reviewed by quality control prior to release to the DDS.

Bidder Response:

Quality Assurance Program:

Although Stone only hires experienced medical transcriptionists, we offer both initial and continuing quality feedback to our transcriptionists. Stone has developed and continuously improves an in-house quality control program.

The purpose of our Quality Assurance Plan is to identify areas that need improvement and then put procedures in place to improve those areas in a manner that is measurable and verifiable. Despite the tremendous advances in technology, quality medical transcription depends to a large extent on personal skills – English grammar, understanding of medical terminology, medical experience, good listening skills and a large portion of intuitive common sense. Our QA process can improve skills, but our most important factor in the QA process is to hire the right people in the first place.

Stone uses the above methodology to identify quality problems in our processes and work with the staff to develop a solution to the problem.

Stone's internal Quality Assurance program performs regular audits of documents, checking for spelling and grammatical errors and comparing dictation to transcription. Stone's quality review is continuous and places specific emphasis on new accounts. We review the work of every transcriptionist on a regular, yet random, basis. Any issues discovered are not only discussed with the transcriptionist involved but is disseminated to all transcriptionists – we find constant feedback to be the best learning tool.

We also have a system in place whereby the transcriptionist can self-identify any issue they have while still working on the report by placing a 'deficiency notice' on the report. Once completed, these reports are electronically separated for extra review and feedback.

Stone does not see quality as an option but a necessity. Our ongoing quality program increases the value of our services and provides us with a distinct competitive advantage. Our quality assurance program provides quantifiable, verifiable results. Guidelines for the styles and practices of medical transcription are followed as outlined in The AAMT Book of Style for Medical Transcription. Our transcriptionists are proficient in medical terminology and have included on their computers The American Drug Index and the Dorland's Medical Dictionary as well as medical and English spellchecker software. Additional reference material available to all Stone transcriptionists includes Stedman's and Dorland's word books in all specialties.

We have found that the best way to ensure quality is for all transcriptionists to receive immediate and ongoing feedback from our quality control staff. The commitment to quality facilitates initial training, ongoing education, quality and morale. We review the quality of our reports in regular quality meetings and focus on continuous improvement toward quality goals.

(See the attached forms as part of our Quality Assurance Program).

Stone also confirms its understanding and agrees that voice recognition software is prohibited.

Stone will manage "challenging dictation", such as incomplete dictation of doctor's name, or patient name, dictation with incomprehensible words or phrases, etc., so that all issues are resolved within 24 hours after detection and before transmission of completed reports to the DDS. Stone also has procedures to handle issues such as the dictator's speech being too fast, too soft, garbled, slurred or muffled, foreign accents, or playing tapes into the phone. In these instances, our quality control staff will review the dictation multiple times in an effort to complete the report. They will also contact the dictator and/or the DDS staff to clarify any lingering issues relating to the content of the report.

Stone also has procedures for handling "partial" dictation so that reports dictated in two or more sessions are associated and transmitted to DDS as a single report.

When the completed dictation is delivered, the daily log will be annotated to highlight any issues, such as those with incomplete dictation of doctor name, I. D. number, address, patient or Disability specialist name.

Stone understands that, despite the efforts of their trained staff, there will be issues where the recording is incomplete, inaudible, or otherwise has problems preventing complete transcription. When transcription cannot be completed, Stone will contact the DDS for clarification of missing or incomplete identifying information, such as a patient's name, physician's name, etc.

Regarding lost or overlooked dictation, we approach this issue through two (2) different methods. First, we have a completely redundant system. Once the dictation is completed by the dictator, the voice file is automatically transferred in its entirety to our on-site server. This means that we have the voice stored in two separate systems, the second of which has capacity to store the voice for over one (1) year.

The second part of our system is that we cross reference, on a daily basis, all completed dictation with all work returned to the DDS. This verifies that every report dictated has been transcribed and returned. Stone has transcribed reports for various state Disability Determination Services since 2000 and has never lost a single dictation. We take our responsibility very seriously.

Stone has procedures to handle issues in dictation such as the dictator's speech being too fast, too soft, garbled or muffled, foreign accents, or playing tapes into the phone.

In order to meet the quality requirements listed above Stone employs a transcription review process that has been developed over many years of providing transcription services to state DDS services. Quality begins with the hiring process where we only hire experienced medical transcriptionists, we offer both initial and continuing quality feedback to our transcriptionists. Stone has developed and continuously improves an in-house quality control program.

On a daily basis Stone uses the above methodology to identify quality problems in our processes and work with the staff to develop a solution to the problem.

Stone's internal Quality Assurance program performs regular audits of documents, checking for spelling and grammatical errors and comparing dictation to transcription. Stone's quality review is continuous and places specific emphasis on new accounts.

Stone does not see quality as an option but a necessity. Our ongoing quality program increases the value of our services and provides us with a distinct competitive advantage. Our quality assurance program provides quantifiable, verifiable results.

10. Report turnaround time of 24 hours.

Bidder Response:

To meet the turnaround time requirements listed in the RFP, Stone uses a very basic approach that has been tried and tested for years. All reports are handled on a "first come, first served" basis. Therefore, once a report is dictated and the dictator completes the report, our system immediately places it in a queue for the transcriptionists to access. Therefore, the "oldest" reports are always transcribed first. The second part of this process relies simply on staffing. Our Stone platform software continually monitors the dictation system. When it detects a report is within 2 hours of turnaround time (a very comfortable time cushion) it "changes it to blue and bubbles to the top". This automatically makes it the next report transcribed. We also manually monitor the dictation system hourly to determine the volume of dictation we are receiving, as this can fluctuate from day to day and even from hour to hour. If the volume seems to be higher than normal, we move more trained transcriptionists on to the account until we are comfortable that the staff is now balanced out with the volume of dictation being received.

In addition, should the DDS need a report STAT for any reason, they need only contact our office and we can have it transcribed immediately and returned.

Once the report has been transcribed, our staff uploads it to the DDS as per the agreed upon schedule along with a daily log.

If any dictation should prove to be significantly or completely inaudible or otherwise not able to be transcribed, Stone will notify the DDS within one (1) hour of the discovery of such issue(s).

Our web-based platform uses a proprietary dynamic pooling process to assign work to all our MTs. To the maximum extent possible, they get dictation from the same dictators, which improves document quality and TAT, since they transcribe dictators they know.

Stone will be responsible for anticipating issues and maintaining proper staffing levels. Our personnel regularly experience weekly or monthly spikes in dictation volume and are therefore prepared to be reallocated among accounts, ensuring that transcription is completed on time.

To accommodate for swings in volume, Stone assigns full-time transcriptionists to the DDS account complemented by part-time, cross-trained, transcriptionists. To adjust for the inevitable cycles in volume and possible increases in volume, Stone trains additional transcriptionists on the account. These reserve transcriptionists are required to transcribe a minimum number of reports per month to retain their familiarity with the DDS account requirements.

Stone is continually recruiting, hiring and training new transcriptionists for both full-time and part-time positions. They must have five (5) years of prior experience and a broad base of knowledge. Stone has a very low turnover rate, which contributes to a high-quality transcription product while keeping the expense of training to a minimum.

11. Voice recording saved for 2 weeks.

Bidder Response:

Stone understands and agrees that all voice recordings will be saved for two (2) weeks from the date of dictation. These files reside on both our digital dictation system and on our secure server in our facility. This redundancy assures that there will never be a need for medical professionals to re-dictate reports.

12. Transcription saved in house for 5 years.

Bidder Response:

Stone understands and agrees that all transcribed reports will be saved in house for five (5) years. Transcribed reports are stored in Stone Network's secure server located in our Pennsylvania office inside a hardened data center. Our encryption software helps protect data and is used for HIPAA and HITECH compliance. Extra protection is provided if database are copied, stolen, downloaded, lost or accessed outside.

All hardened data centers have tight security procedures, backup environmental and communication systems, and state-of-the-art fire suppression systems. Also, we run regular incremental backups throughout the day as well as periodic full backups to minimize the chance of any loss of reports. Stone would make a backup copy of all reports on the remote backup system.

13. Provide a list of incomplete, inaudible or any other issues/problems/discrepancies to the DDS immediately

Bidder Response:

Stone has developed and implemented procedures to address issues such as Dictating Physicians whose speech is too fast or too soft; garbled or muffled dictation; Dictating Physicians who have strong foreign accents; Dictating Physicians who play dictated tapes into the telephone and other similar problems.

Stone will manage "challenging dictation", such as incomplete dictation of doctor's name, or patient name, dictation with incomprehensible words or phrases, etc., so that all issues are resolved within 24 hours after detection and before transmission of completed reports to the DDS. Stone also has procedures to handle issues such as the dictator's speech being too fast, too soft, garbled, slurred or muffled, foreign accents, or playing tapes into the phone. In these instances, our quality control staff will review the dictation multiple times in an effort to complete the report. They will also contact the dictator and/or the DDS staff to clarify any lingering issues relating to the content of the report.

Stone also has procedures for handling "partial" dictation so that reports dictated in two or more sessions are associated and transmitted to DDS as a single report.

When the completed dictation is delivered, the daily log will be annotated to highlight any issues, such as those with incomplete dictation of doctor name, I. D. number, address, patient or Disability specialist name.

Stone understands that, despite the efforts of their trained staff, there will be issues where the recording is incomplete, inaudible, or otherwise has problems preventing complete transcription. When transcription cannot be completed, Stone will contact

the DDS for clarification of missing or incomplete identifying information, such as a patient's name, physician's name, etc.

In all of the cases listed above, Stone will provide a list to the appropriate DDS staff of any affected reports, their status and ultimate disposition.

14. Pre-cautions in place for failure due to the following: server failure, telephone failure, digital dictation failure, return of report failure.

Bidder Response:

PRECAUTIONS: While we pride ourselves in taking preemptive steps to try to eliminate any potential problems, not all of the potential problems are controllable by us. Listed below are some of the precautions we have taken in an attempt to provide flawless service to the DDS.

* **Digital dictation system failure - while our digital dictation system is the most modern available with significant redundant capabilities built in, should the system fail completely we have additional, identical systems in our office that would be able to accept dictation from the DDS dictators with almost no downtime. In addition, all of our office systems are backed up with UPS (uninterrupted power source) systems in the case of power failure.**

* **Server failure – Stone maintains a series of backup files and procedures for each of its clients. Our main servers that reside at our location are typically backed up on a routine daily basis using all standard backup procedures available. We have a Disaster Recovery plan in place, and this plan is described later in this RFP.**

* **Telephone system failure - We have redundant T-1 and long distance communication systems (from both Windstream and AT&T) so that if telephone system failure should occur as a result of service interruption from one provider, we can immediately switch to the second carrier.**

* **Return of reports - While the reports will routinely be returned electronically, should there be some interruption of that service, we have existing accounts with multiple national overnight delivery services so that we would be able to print the reports in our office and return them to the DDS for early morning, next-day delivery if desired by the DDS.**

Stone will provide 24-hour/7 days per week support for contractor-owned hardware and software located on-site. Stone will also provide maintenance services, including after-hours emergency maintenance, for contractor-owned hardware and software located on-site.

Stone confirms its understanding that it shall be responsible for maintaining service agreements on all equipment and software programs with appropriate third-party vendors. These service agreements shall remain in effect for the entire period of the contract and Stone agrees to submit all service agreements after contract award and before implementation of services.

Specifically, Stone will obtain maintenance contracts from local vendors for all the equipment and software programs, whether on-site at the vendor's location or on-site at the DDS, necessary to meet contractual specifications to provide timely reports to the NEDDS. Stone will ensure that any equipment or software problems are resolved no later than one (1) working day from NEDDS notification. Stone will provide user and set-up manuals for all of the above hardware and software.

(NOTE: All equipment necessary to perform this contract is already on site at NEDDS. Stone currently provides an on-site PC for the DDS, but for years we have returned the completed reports electronically using our secure website as the DDS found this method to be more efficient and effective).

15. Custom User identification codes for each provider.

Bidder Response:

The dictators will have access to dictate on our digital dictation system via toll-free telephone numbers, using their assigned ID number. Each dictator will be provided with their own unique dictation ID number and that number is currently provided by the DDS staff. In addition, we can provide a separate PIN number for each dictator for additional security. Once the dictator enters their unique dictation ID, the system will respond with a voice greeting with their name so that they have a confirmation that they have reached the correct system.

16. Daily log sheet.

Bidder Response:

See attached sample log sheet which contains information on report number, claimant's name, social security number, dictator and total lines for the report. (The report number consists of the dictator's ID number, the job number and the last four digits of the social security number. This makes it easier to locate jobs using any of those three identifiers.)

17. Electronic upload to SSA server.

Bidder Response:

Currently, Stone transmits completed reports to the SSA's Electronic Records Express (ERE) secure website for several other DDS clients and sends completed reports to individual dictators using ERE secure messaging method. We are already established in this system, are familiar with this process and currently process reports through this system on a daily basis for other DDS clients.

Presently, the completed reports are reviewed for accuracy of content as well as format by our quality control supervisor and staff. A copy of each transcribed report is then returned via our secure password-protected web-site

(NOTE: All equipment necessary to perform this contract is already on site at the DDS. Stone currently provides an on-site PC for the DDS, but for years we have returned the completed reports electronically using our secure password protected website as the DDS found this method to be more efficient and effective).

18. Report template for each dictator.

Bidder Response:

See attached sample report template. This format is arrived at after consultation with the DDS. Other than the headers and required information on the top half of Page 1, the dictator can dictate the remainder of the report in whatever order/format with which they are comfortable.

IMPORTANT SECURITY CONSIDERATIONS

FEDERAL PRIVACY ACT AND HIPAA

Neither the Contractor nor any of the Contractor's employees involved in processing reports shall disclose any information that identifies the claimant, physician, or facility without documented permission of the DDS. Such disclosures will subject the Contractor to the penalties of the Federal Privacy Act. The Contractor must also certify compliance with HIPAA. Sensitive records ready for disposal must be destroyed by burning, pulping, shredding, macerating, or other suitable similar means that ensures the information in the record is definitively destroyed. Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act, or regulation. Electronic records must be definitively destroyed in a similar manner that prevents reconstruction as well.

Bidder should describe its proposed method of providing privacy safeguards, enforcement regarding HIPAA and destruction of sensitive records.

Response:

All Stone servers, where transcribed reports are stored, are located in our secure facility in Chalfont. Logical access to data is limited. Access is assigned using the principle of least authority. Active Directory is used to manage user accounts for both provisioning and termination of access. Active Directory Organizational Units are used to further segment access to information technology assets based on business structure and minimum necessary data.

A number of security parameters are monitored by gateway security devices that are configured to identify potentially malicious activity. All servers and core systems are configured with anti-virus software. Anti-virus signatures are updated at least once every 24 hours. All critical network devices, servers, and applications are configured to keep detailed logs and synchronize clocks through the Network Time Protocol. Log data is archived for a minimum of three years.

Production capability is provided by a cluster of redundant ESX servers that are backed up recurrently and tested to ensure viability.

All data transfer between Stone's Web server and the client browser takes place using HTTPS protocol.

Physical access to equipment is limited. A number of security parameters are monitored by gateway security devices that are configured to identify potentially malicious activity. All servers and core systems are configured with anti-virus software. Anti-virus signatures are updated at least once every 24 hours. All critical network devices, servers, and applications are configured to keep detailed logs and synchronize clocks through the Network Time Protocol. Log data is archived for a minimum of three years.

Physical Security: Security is of primary concern at Stone. Our facility is secured by various means including access codes, cameras and an automated alarm system monitored through a central station. Premises can be completely locked down

depending on our client's requirements. Access to our facility is controlled and monitored with alarms and CCTV. Anyone attempting to gain unauthorized access will activate alarms that alert the central monitoring station and authorities as well as a loud audible alarm on site. Operationally, all equipment is protected by surge and lightening protectors, as well as a UPS (uninterrupted power supply) which provides for orderly shutdown in the case of a complete power outage.

Stone confirms its understanding and agrees that it will conform to the requirements for confidentiality. Upon award of a contract, Stone will certify compliance with HIPAA. Neither Stone nor any of its employees shall disclose any protected health information without DDS's prior written consent. All protected health information will be definitively destroyed. Stone will observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act. Stone employees who will perform this contractual work shall be required to sign statements of confidentiality.

Neither Stone nor its employees involved in processing reports shall disclose any information that identifies the patient, physician or facility without the permission of DDS. Stone will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Stone will destroy, by cross-cut shredding, all original or draft copies, photocopies, error copies and any other unusable documents that identify the patient.

Security is of primary concern at Stone. Our facility is owned by Stone and secured by various means including access codes, cameras and an automated alarm system monitored through a central station. Premises can be completely locked down depending on our client's requirements. Access to our facility is controlled and monitored with alarms and CCTV.

Anyone attempting to gain unauthorized access will activate alarms that alert the central monitoring station and authorities as well as a loud audible alarm on site. Entry to the transcription studio is separate from other areas in the facility.

The digital recording system and the servers containing all of the voice and text files is located behind another locked door. Operationally, all equipment is protected by surge and lightening protectors as well as a UPS (uninterrupted power supply) that provides for orderly shutdown in the case of a complete power outage.

Regarding our personnel, all of our employees undergo a background check, sign a confidentiality agreement and are thoroughly trained in security procedures. Our data destruction process is primarily through cross-cut shredding of all materials and is in full compliance with all physical destruction criteria as set forth by various laws and regulations, including HIPAA.

HIPAA Security/Privacy Compliance:

The Health Insurance Portability & Accountability Act of 1996 places comprehensive new security requirements on the healthcare industry. HIPAA imposed sweeping standards for the privacy and protection of all electronic health information that can be linked to individuals. Final HIPAA regulations affect virtually every area within the nation's health-related organizations, from the one-physician office to multi-entity health systems, HMS's, healthcare support services and others.

Stone is undertaking the effort and expending substantial sums in order to be responsive and knowledgeable regarding HIPAA regulations and their corresponding impact on our customers. Our processes are set up so that we remain in strict compliance with all confidentiality and security requirements.

INFORMATION SECURITY POLICIES

Security covers several areas:

- **User authentication of dictators, transcriptionists and supervisory staff.**
- **Physical security of the data held within the dictation systems/server for the duration of the dictation transaction and beyond, per customer contract.**
- **Security of the data communication mechanism between the dictation server, transcriptionists and document distribution workstation at the client organization.**

Information Organization Within Stone

Client organizations, whether they are hospitals or other transcription clients, exist within Stone's Web-based transcription platform. The platform's security architecture guarantees the integrity and security of each client.

All features on the new platform, such as transcriptionists, dictators, reports, work-pools, reports etc., are represented as assets of those clients. Access to assets of those companies is only granted to authorized account holders who exist within that client.

All Stone servers, where transcribed reports are stored, are located in our secure facility in Chalfont. Logical access to data is limited. Access is assigned using the principle of least authority. Active Directory is used to manage user accounts for both provisioning and termination of access. Active Directory Organizational Units are used to further segment access to information technology assets based on business structure and minimum necessary data.

A number of security parameters are monitored by gateway security devices that are configured to identify potentially malicious activity. All servers and core systems are configured with anti-virus software. Anti-virus signatures are updated at least once every 24 hours. All critical network devices, servers, and applications are configured to keep detailed logs and synchronize clocks through the Network Time Protocol. Log data is archived for a minimum of three years.

Production capability is provided by a cluster of redundant ESX servers that are backed up recurrently and tested to ensure viability.

All data transfer between Stone's Web server and the client browser takes place using HTTPS protocol.

Physical Security: Security is of primary concern at Stone. Our facility is secured by various means including access codes, cameras and an automated alarm system monitored through a central station. Premises can be completely locked down depending on our client's requirements. Access to our facility is controlled and monitored with alarms and CCTV. Anyone attempting to gain unauthorized access will activate alarms that alert the central monitoring station and authorities as well as a loud audible alarm on site. Operationally, all equipment is protected by surge and lightning protectors, as well as a UPS (uninterrupted power supply) which provides for orderly shutdown in the case of a complete power outage.

User Identification:

Telephone Access: All access to the telephone digital recording requires the user to enter a digit string that is unique to them. Users are granted access to their own user profile and may modify the string at their own discretion.

Website Access: All access to Stone's platform is via secure Web pages. Each user, whether they are dictators, transcriptionists or supervisors, possesses a unique user name and password used to log on to the system. The user name will identify the user as a dictator, a transcriptionist or a supervisor.

Returning Completed Jobs to the Client: Jobs are returned via Website to the client, or via the client site distribution module – Electronic Records Express (ERE).

Website Security: All data transfer between the Stone's Web server and the client browser takes place using HTTPS protocol.

Physical Security: Physical security guarantees the safety of the data stored within the data center. The data center is equipped with the necessary facilities to keep the platform up and running 24 hours a day, 7 days a week. Within these facilities, the

platform delivers the highest levels of reliability through a number of redundant subsystems such as Internet traffic and in and outbound telephony and Uninterruptible Power Supply (UPS). Access to and from the Internet is restricted first by a router which is programmed to limit IP translation to a minimum set of machines and by a firewall to further restrict and control IP message forwarding.

DATA DESTRUCTION PROCESS – METHODS & TIMETABLE

Data Destruction: Stone implements strict policies whereby data will be purged from the system after a period of time agreed upon with the client and Stone. The dictation data is stored on the data center storage for an agreed-upon time. The dictation time stamp data is stored in the DVI system. All hard copy data, including paper reports and CD's, are destroyed by shredding.

Safeguarding of PII is of primary concern at Stone. Our systems are secure and HIPAA compliant. They are constantly reviewed and updated to ensure that PII will only be saved, stored or hosted on a secure computer with restricted access. Stone accomplishes this safeguarding by using a closed typing system. This ensures that only authorized users can access sensitive data - giving the right people the right access at the right time. Select attributes, such as job function and responsibilities can be turned off if a person is terminated or takes a new role that does not require access to certain systems. We distribute user and access-policy-management responsibilities to individuals best suited to administer their group of MTs.

Stone Network also takes the following steps to make PII and sensitive information more secure:

- Define who can access PII.
- Establish rules for how authorized employees can use PII.
- Comprehensively educate employees. We deliver copies of policies to employees, offer training sessions and have employees sign a statement acknowledging they will abide by the policies. This effort helps to prevent data leakage and the loss of PI.
- Never leave PII unattended
- Always safeguard computers when away for any length of time.
- Store all sensitive information, which includes PII, in lockable offices and/or cabinets
- Protect PII when transporting (secure/encrypted email/web, mailing, fax) use simple cover sheets and/or sealed envelopes, and deliver documents directly to the intended recipient that is authorized to handle PII
- Cross-cut shredding of documents containing PII when no longer needed

Encryption software helps protect data and is used for HIPAA and HITECH compliance. Extra protection is provided if database are copied, stolen, downloaded, lost or accessed outside. Encryption is an integral part of protecting our organization's sensitive data. A key benefit we offer is that all of our servers, PCs and removable media, email and website are encrypted. If data that is encrypted before it's placed on removable media or sent by email falls into the wrong hands, it is unreadable. Encryption enables organizations to comply with regulatory mandates for protecting PII, thus avoiding data breach.

In addition, we conduct routine in-service sessions with all transcriptionists and clerical personnel who would be involved in handling such information to reinforce their responsibility to protect any and all PII. This instruction also takes place during the hiring process for all new hires.

Stone confirms it's understanding and agrees that it will conform with all of the requirements of RFP regarding the protection of Personally Identifiable Information (PII) and the reporting requirements for Stone and all of its employees for the actual or potential loss of PII.

Stone has even taken the additional step of purchasing Privacy Insurance which would provide coverage from any failure in security from computer attacks, unauthorized access, disclosure of confidential information, transmission of a computer virus or denial of service. Security is important at Stone.

FACILITY SECURITY

The Contractor must perform all work in a secure facility (facilities) which ensures the confidentiality of all reports. The facility must be located in the United States. No offshore transcription is allowed. This requires all work pertaining to this contract to be performed in the Contractor's facility under the direct supervision of the designated Contractor at all times. SSA's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data without prior written consent of the Nebraska DDS. The Contractor must have a plan in place to safeguard confidentiality. All work connected with this contract will be performed in a secure facility, one which can be monitored and/or "audited" by the Contractor and/or the DDS. No information obtained in connection with this contract will be transmitted electronically or by any other means, unless it is encrypted using the most secure systems "environment/software" available.

Bidder shall provide the following information:

Identify the secure facility location where the transcription will be performed, i.e. name of secure facility, street address, city, state and zip code.

Bidder Response:

1600 Horizon Drive, Suite 115, Chalfont, PA 18914

Describe the features that ensure bidder is providing a secure facility.

Bidder Response:

Security is of primary concern at Stone. Our facility is owned by Stone and secured by various means including access codes, cameras and an automated alarm system monitored through a central station. Premises can be completely locked down depending on our client's requirements. Access to our facility is controlled and monitored with alarms and CCTV.

Anyone attempting to gain unauthorized access will activate alarms that alert the central monitoring station and authorities as well as a loud audible alarm on site. Entry to the transcription studio is separate from other areas in the facility.

The digital recording system and the servers containing all of the voice and text files is located behind another locked door. Operationally, all equipment is protected by surge and lightning protectors as well as a UPS (uninterrupted power supply) that provides for orderly shutdown in the case of a complete power outage.

Regarding our personnel, all of our employees undergo a background check, sign a confidentiality agreement and are thoroughly trained in security procedures. Our data destruction process is primarily through cross-cut shredding of all materials and is in full compliance with all physical destruction criteria as set forth by various laws and regulations, including HIPAA.

Describe bidder's ability to perform the work in its facility under the direct supervision of the Contractor at all times.

Bidder Response:

This management team has been assembled at Stone to provide service to current and potential clients. All have extensive experience and at least one member of the management team will always be present in the office during regular working hours to supervise the performance of the DDS contract. They all have the ability and authority to answer any questions that may arise and to take whatever steps are necessary to resolve an issue.

Name	Experience	Time Commitment	Responsibility
Tim Nicholls	31 years	40+ hours	General Management
David Bradford	44 years	40+ hours	General Management
Joyce Metzinger	34 years	40+ hours	DDS Account Manager

M. Sinnappan	31 years	40+ hours	I.T. Supervisor
Debbie Rose Supervisor	30 years	40+ hours	Quality Control

Stone structures each account so the customer has one point of contact in the management group for any question concerning the account. The account manager is the focal point of each account and is responsible for communicating with the dictators and the DDS. The account manager is also responsible for all aspects of the account including quality, turnaround time, and billing. The account manager can pull from many technical resources within Stone, but ultimately they are responsible for satisfying the customer. Joyce Metzinger has been the account manager for several years and would continue to be the account manager. She can be contacted by phone at 215-712-2400, by fax at 215-712-0107 or by e-mail at joyce@stoncnetwork.net.

LOSS REPORTING-PII

<p>The Contractor is responsible for safeguarding PII and immediately reporting any loss to the appropriate DDS official. The Contractor shall ensure that all employees report lost or possibly lost PII immediately. The Contractor should gather the following information to report the loss of PII: Contact information, description of loss (including time and location), what safeguards were used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (i.e. law enforcement).</p>
<p>Bidder should describe its proposed method of reporting the loss of PII.</p> <p>Response:</p> <p>Stone will safeguard PHI and PII and immediately report any loss of PHI/PII to the appropriate DDS official as required. Stone will ensure that all employees immediately report both the actual and possible loss of PHI/PII to the appropriate individual. Stone will gather the following information to report the loss of PHI/PII: contact information, description of loss (including time and location), what safeguards were used, which components were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).</p> <p>Safeguarding of PHI/PII is of primary concern at Stone. Our systems are secure and HIPAA compliant. They are constantly reviewed and updated to ensure that PHI/PII will only be saved, stored or hosted on our secure computer with restricted access. Stone accomplishes this safeguarding by using a closed typing system. This ensures that only authorized users can access sensitive data - giving the right people the right access at the right time. Select attributes, such as job function and responsibilities can be turned off if a person is terminated or takes a new role that does not require access to certain systems. We distribute user and access-policy-management responsibilities to individuals best suited to administer their group of MTs.</p>

Stone also takes the following steps to make PHI/PII and sensitive information more secure:

- Define who can access PHI/PII.
- Establish rules for how authorized employees can use PHI/PII.
- Comprehensively educate employees. We deliver copies of policies to employees, offer training sessions and have employees sign a statement acknowledging they will abide by the policies. This effort helps to prevent data leakage and the loss of PHI/PII.
- Never leave PHI/PII unattended
- Always safeguard computers when away for any length of time.
- Store all sensitive information, which includes PHI/PII, in lockable offices and/or cabinets
- Protect PHI/PII when transporting (secure/encrypted email/web, mailing, fax) use simple cover sheets and/or sealed envelopes, and deliver documents directly to the intended recipient that is authorized to handle PHI/PII
- Cross-cut shredding of documents containing PHI/PII when no longer needed

In addition, we conduct routine in-service sessions with all transcriptionists and clerical personnel who would be involved in handling such information to reinforce their responsibility to protect any and all PHI/PII. This instruction also takes place during the hiring process for all new hires.

Stone confirms its understanding and agrees that it will conform with all of the requirements of RFP regarding the protection of PHI/PII and the reporting requirements for actual or possible loss.

CONFIDENTIAL INFORMATION

During the term of this contract and thereafter, the Contractor shall respect the confidentiality of confidential data, information, and other such matters disclosed and entrusted to him/her in the contract, or upon termination thereof, the Contractor shall return to the DDS all such confidential matters in their possession belonging to the other party, and further agrees not to use such information without the express written permission of the DDS.

Bidder should describe its method for handling confidential information.

Response:

Encryption software helps protect data and is used for HIPAA and HITECH compliance. Extra protection is provided if database are copied, stolen, downloaded, lost or accessed outside. Encryption is an integral part of protecting our organization's sensitive data. A key benefit we offer is that all of our servers, PCs and removable media, email and website are encrypted. If data that is encrypted before it's placed on removable media or sent by email falls into the wrong hands, it is unreadable. Encryption enables organizations to comply with regulatory mandates for protecting PII, thus avoiding data breach.

In addition, we conduct routine in-service sessions with all transcriptionists. Stone will also comply with all national guidelines for security and privacy including FISMA, HIPAA and the Privacy Act of 1974.

All of our transcriptionists have had a background investigation and have received favorable adjudication.

Stone has even taken the additional step of purchasing Privacy Insurance which would provide coverage from any failure in security from computer attacks, unauthorized access, disclosure of confidential information, transmission of a computer virus or denial of service. Security is important at Stone.

ENFORCEMENT & RECOMMENDATIONS

The DDS maintains the right to conduct periodic onsite visits/reviews to ensure compliance with contract requirements and procedures. The Contractor must have appropriate forms of suitability and systems monitoring safeguards in place. Contractor positions should be designated at the proper risk/sensitivity levels commensurate with the public trust or national security responsibilities and attributes of the position as they relate to the efficiency of the service. They should be ranked in accordance with the degree of potential adverse impact on the efficiency of service than an unsuitable person could cause. Suitability refers to whether the conduct of an individual may reasonably be expected to interfere with or prevent effective performance in his/her position or prevents effective performance of the duties and responsibilities of the employing agency. Contractors must ensure that employment of individuals in a sensitive or public trust position is appropriate. Documentation of the rationale underlying risk designation decisions should be retained for potential audit purposes.

Bidder Response:

Stone understands and agrees to the requirements regarding suitability for all levels. All of the management staff has had backgrounds checks completed, have been with the company for many years with no incidents and their conduct can reasonably be expected not to interfere or prevent effective performance of their duties and responsibilities.

Regarding the transcriptionists, they have also undergone background checks and have had many years of experience with Stone so that we have been able to monitor their performance and actions and are comfortable regarding their suitability for their position.

CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Response:

**Stone Network, Inc.
1600 Horizon Drive, Suite 115
Chalfont, PA 18914**

**Organized as a subchapter 's' corporation
Incorporated in Pennsylvania in 2000**

No name changes.

Federal EIN: 23-3032925

FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Response:

Attached please find copies of our most recent financial statements.

**Banking Reference: Univest
14 North Main Street
Souderton, PA 18964
877-722-5571**

There are no judgments, no pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of Stone Network.

CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Response:

There has been no change of ownership.

OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Response:

**1600 Horizon Drive, Suite 115
Chalfont, PA 18914**

RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous one (1) year. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Response:

We are currently providing medical transcription services to the Nebraska Department of Education under Contract #56600 04.

BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past one (1) year, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Response: No party named in this proposal is or was an employee of the State and no employee of any agency of the State of Nebraska is employed by Stone.

CONTRACT PERFORMANCE

If the bidder has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Response:

We have not had any contracts terminated for any reason during the past five (5) years.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

- The time period of the project;
- The scheduled and actual completion dates;
- The Contractor's responsibilities;
- For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- Provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Response:

Currently, Stone provides services for seven (7) state Disability services (including the State of Nebraska). We also provide our services to two large physician groups providing consultative exams to insurance companies, several hospitals and numerous clinics and doctors' practices. We transcribe a variety of reports including medical and psychological reports, medical evidence of record (MER) reports for Disability accounts, office and SOAP

notes for many clinics and doctor's offices, mental health reports, a full range of radiology and hospital reports including History and Physicals, Operative Reports, Consultative Exams and Discharge Summaries.

Nebraska Disability Determination Services (Renewal)

Lincoln, NE

6/1/2003 – Present

Lesa Kjeldgaard – (402) 471-3642

Lesa.Kjeldgaard@ssa.gov

Services: Transcribe Disability examination reports

Value: Approximately \$85,000 annually

We currently provide services to this agency as the prime Contractor. As is required in the current RFP, we record work on a digital dictation system provided by us and located in our office. The reports are transcribed by our trained medical transcriptionists in a format specified by the client, checked by our Quality Control staff and returned electronically to the Nebraska DDS office within the specified turnaround times.

North Carolina Disability Determination Services (Renewal)

Raleigh, NC

6/1/2007 – Present

Victoria Perryman – (919) 814-3370

Victoria.Perryman@ssa.gov

Services: Transcribe Disability examination reports

Value: Approximately \$850,000 annually

We currently provide services to this agency as the prime Contractor. As is required for the current RFP, we record work on a digital dictation system provided by us and located in our office. The reports are transcribed by our trained medical transcriptionists in a format specified by the client, checked by our Quality Control staff and returned electronically to the DDS office within the specified turnaround times. Stone currently transmits completed reports for NCDSS to the SSA's Electronic Records Express (ERE) secure website. We are already established in this system, are familiar with this process and currently process reports through this system on a daily basis for several clients.

Connecticut Disability Determination Services (Renewal)

Hartford, CT

12/2009 – Present

Jan Gilbert – 860-466-6105

Jan.Gilbert@ssa.gov

Services: Transcribe Disability examination reports

Value: Approximately \$125,000 annually

We currently provide services to this agency as the prime Contractor. As is required for the current RFP, we record work on a digital dictation system provided by us and located in our office. The reports are transcribed by our trained medical transcriptionists in a format specified by the

client, checked by our Quality Control staff and returned electronically to the CTDDS office within the specified turnaround times. Stone currently transmits completed reports for CTDDS to the SSA's Electronic Records Express (ERE) secure website. We are already established in this system, are familiar with this process and currently process reports through this system on a daily basis for several clients.

Wisconsin Disability Determination Bureau (Renewal)

Madison, WI

2009 - Present

Michelle Schroeder/ Heidi Schweikl – 866-356-3091

Michelle.Schroeder@ssa.gov Heidi.Schweikl@ssa.gov

Services: Transcribe Disability examination reports

Value: Approximately \$260,000 annually

We currently provide services to this agency as the prime Contractor. As is required for the current RFP, we record work on a digital dictation system provided by us and located in our office. The reports are transcribed by our trained medical transcriptionists in a format specified by the client, checked by our Quality Control staff and returned electronically to the WIDDB office within the specified turnaround times. Stone currently transmits completed reports for WIDDB to the SSA's Electronic Records Express (ERE) secure website. We are already established in this system, are familiar with this process and currently process reports through this system on a daily basis for several clients.

All of the above narratives were for Stone Network Inc. as the prime Contractor. We do not anticipate using any subcontractors.

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Response:

Timothy Nicholls and David Bradford are the two principals in Stone. They began their careers with Secrephone, Inc and have been in the business for over 31 and 44 years respectively. At Secrephone, they rose to the level of Vice Presidents. Among their responsibilities was the task of designing all of the systems that Secrephone used in performing Disability contracts. Working closely together, Mr. Bradford and Mr. Nicholls undertook the planning, preparation and implementation of setting up many large accounts for Secrephone.

Stone Network was formed in 2000 and is their latest venture in the medical transcription service field. At Stone, they have surrounded themselves with employees who bring the same length of experience to their jobs. Management expertise exists in all areas of the medical transcription business.

Joyce Metzinger, R.N. is the Operations Manager. She brings over 34 years of experience in the medical and medical transcription field, including nursing, medical transcription and medical transcription service management as well as computer technology experience. Joyce would be responsible for the day-to-day management of this office and would be the primary contact for the DDS.

Deborah Rose, R.N. would also be assigned to this account in the roles of Transcription Supervisor and Quality Control Supervisor. She brings years of experience as a medical transcriptionist before assuming her management roles with Stone.

Our Technical Supervisor is M. Sinnappan. He has over 30 years of experience as a software engineer, computer programmer, web site designer and network trouble-shooter. He has the responsibility for all of the software and hardware used by Stone as well as any interfaces required. In addition, Stone has access to outside knowledgeable programmer/technical staff to promptly and competently respond to DDS questions and devise solutions to problems.

Name	Experience	Time Commitment	Responsibility
Tim Nicholls	31 years	40+ hours	General Management
David Bradford	44 years	40+ hours	General Management
Joyce Metzinger	34 years	40+ hours	DDS Account Manager
Debbie Rose	30 years	40+ hours	Quality Control Supervisor
M. Sinnappan	31 years	40+ hours	I.T. Supervisor

(SEE ATTACHED RESUMES)

This management team has been assembled at Stone to provide service to current and potential clients. At least one member of the management team will always be present in the office during regular working hours and all of them have the ability and authority to answer any questions that may arise and to take whatever steps are necessary to resolve an issue. There will be no voice mail and/or telephone tag to play as you attempt to contact someone who has the ability and authority to answer your question.

Stone structures each account so the customer has one point of contact in the management group for any question concerning the account. The account manager is the focal point of each account and is responsible for communicating with the dictators and the DDS. The account manager is also responsible for all aspects of the account including quality, turnaround time, and billing. The account manager can pull from many technical resources within Stone but, ultimately, they are responsible for satisfying the customer. Joyce Metzinger has been the account manager for the last several years and would continue to be the account manager. She can be contacted by phone at 215-712-2400, by fax at 215-712-0107 or by e-mail at joyce@stonenetwork.net.

We currently have approximately 5 FTE medical transcriptionists working on the DDS account. All have over 10 years of experience as well as several years of specific experience with the DDS account and their dictators.

We understand that the DDS is seeking experienced contractors. The experience that Stone, or any company for that matter, has to offer is most accurately determined by the experience of the individuals who work for the company. We believe that the experience and expertise that the management, transcriptionists and staff - the people of Stone - can offer to the DDS is second-to-none.

Like any other company, Stone is nothing more than the people who work there. The management team at Stone has over 95 years of combined experience in medical transcription and the medical transcription service business, including significant exposure to state Disability Determination contracts.

Most importantly, all of the management and supervisory personnel at Stone already have fifteen (15) years of experience and familiarity with the DDS account.

Personnel:

Our management team is very stable. All of the management personnel have been with Stone at least 15 years, some longer and all have worked on the DDS account for the last ten (10) years. They are all located at our office every day and would bring all of their vast experience to bear on this account.

TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

Understanding of the project requirements;

Response:

Stone Network, Inc. (Stone) understanding of the service required is that the Nebraska Disability Determination Section (DDS) needs the contractor to transcribe reports from medical health or human service professionals. This service is offered to these dictators as a means to expedite case processing. These reports may be dictated over a toll-free number, available 24/7 to equipment at the contractor's location, supplied by the contractor for the DDS. This digital recording equipment will be dedicated exclusively for DDS dictation. It will permit multiple callers to access and dictate at the same time and will have sufficient ports for access so as to avoid busy signals. It will be large enough for both current needs and for expansion later, should it become necessary. This equipment will be monitored continuously to ensure proper operating functions.

These reports must be transcribed accurately due to the quasi-legal nature of the reports using the format specified by the DDS. The contractor guarantees the confidentiality of these reports.

The completed reports are then to be returned within the time frame specified by the DDS in order that the DDS can render a prompt decision to all applicants. The original and a detailed log will be returned electronically to the DDS.

All transcriptionists working on this account will be located and supervised at the contractor's location. In addition, all equipment necessary to record the reports at the contractor's location, to transcribe the reports and to transmit the work to the DDS shall be supplied by the contractor at the contractor's cost. All equipment must meet the specifications outlined by the DDS in the RFP. All of this equipment shall be under maintenance contracts, the cost of which will be the contractor's responsibility.

All services shall be performed in the United States in a secure facility under the direct supervision of Stone at all times.

Stone will bill the DDS per line as defined in the RFP.

Proposed development approach;

Response:

Stone understands that the DDS is contracting for error-free, confidential transcription services to record, transcribe and electronically return medical reports to the DDS. Stone will comply with

these requirements and can deliver services meeting or exceeding each of the DDS's specifications.

Stone's proposed solution to the problem presented above would involve telerecording all dictation by means of a digital recording device sufficient in size for current needs, as well as for significant expansion in the future.

This dictation would be transcribed by trained, experienced medical transcriptionists as opposed to medical secretaries. Most importantly, Stone currently provides transcription service to NEDDS so we have all of the transcription staff necessary to perform this contract already employed and trained on this account. To renew this contract would result in continued service that would be seamless to the dictators.

Currently, Stone transmits completed reports to the SSA's Electronic Records Express (ERE) secure website for several other DDS clients and send completed reports to individual dictators using ERE secure messaging method. We are already established in this system, are familiar with this process and currently process reports through this system on a daily basis for other DDS clients.

Presently, the completed reports are reviewed for accuracy of content as well as format by our quality control supervisor and staff. A copy of each transcribed CER is then returned via our secure password-protected web-site

(NOTE: All equipment necessary to perform this contract is already on site at the DDS. Stone currently provides an on-site PC for the DDS, but for years we have returned the completed reports electronically using our secure password protected website as the DDS found this method to be more efficient and effective).

Stone has developed a very effective and reliable operational model for medical transcription. Stone continually refines its operations and is continuing to automate steps in the delivery process.

We also use state-of-the-art software technology and services that comply with HIPAA (Health Insurance Probability and Accountability Act). This Act covers the security standards for how healthcare plans, providers and clearinghouses transmit, access and store health information in electronic form.

The dictation would be accessed by our experienced medical transcriptionists using digital access equipment. All of our transcriptionists transcribe their work on professional computers. The word processing system we use is Microsoft Word. This system allows us to provide each transcriptionist with preprogrammed formatting of documents so that all reports will be identical in format, typeface, etc. In addition, spell check software as well as medical/drug dictionaries are loaded in every transcriptionist's computer.

Stone can save the voice files for all dictation for well in excess of one (1) year if required and will save all transcribed reports for the life of the contract. If, for any reason, a copy of one of the reports should be needed by DDS, Stone will provide this at no cost.

Technical considerations;

Response:

Stone will record the dictation by means of state-of-the-art digital recording equipment located at our secure main office in Pennsylvania. This digital recording equipment will be dedicated for DDS dictation. It will permit multiple callers to access and dictate at the same time and will have sufficient ports for access for both current needs and for expansion later, should it become necessary. This equipment will be monitored continuously to ensure proper operating functions.

The central recorder that Stone will provide is the most up-to-date system available and incorporates many of the enhancements that the industry has experienced over the last few years. It can have a customized prompt and message for DDS dictators. DDS can provide the information required for the message. In addition, should the DDS desire, we would provide custom dictation instructions on laminated wallet-sized dictation cards to be made available for all dictators.

The system will have control features: start/stop, pause, listen and operator features available to the dictator. Recorders on these lines will have an announcement device with a recorded message informing dictators of the data required for the report. Stone can configure the voice prompts to accommodate any specifications of DDS. Typical voice prompts are as follows:

- Greeting: Welcome to the Digital Voice Dictation System.
- Prompt 1: Please enter your User ID number
- Prompt 2: Please enter the Patient Number
- Prompt 3: Please enter the Work Type (Optional)

Dictators will begin speaking after a short “beep” and will have access to numerous user features. Stone will configure the phone keypad to accommodate the user commands designated by DDS. Typical functions for the keypad are as follows:

Keypad	
Number	Function
1	PAUSE / STOP
2	RECORD
3	SHORT REVIEW
4	FAST FORWARD
5	DISCONNECT
6	LONG REVIEW
7	REWIND TO BEGINNING / PLAY
8	END ONE REPORT AND START ANOTHER
9	GO TO END

Stone will be responsible for all charges for installation of the dictation system(s).

Additional features include:

Extensive user preferences for dictate, listen, and transcribe
Adaptable to any touch-tone phone or specialized stations
Offload/Onload to move dictation into and out of system
Adjustable recording quality to 4 times industry standard
Seamless integrated voice mail option
Built-in network support
Custom voice prompting and user-created prompting
24 hour continuous and fault tolerant operation
CPR ready offering client/server voice integration
Expert and custom interface capability
Macro language for functional customization
SQL compliant database
Verbal help for users during dictation
Priority work flashes in red on the screen
Audio volume setting per user
User command emulation for: Lanier, Dictaphone, Sony, Hill, RTAS, etc.
Suspend job to handle priority dictation
Can integrate into multiple word processing packages
Multiple levels of password for management control.

This digital equipment does not require any routine maintenance so there would be no scheduled 'down time.' However, should some malfunction take place that results in the digital system becoming inoperative, Stone will provide a backup digital dictation system that would be available to all DDS dictators so that there would be no interruption in service. In addition, this equipment has built-in scalability - the ability to expand with the account - something we take care to factor into all aspects of our service!

If desired, we will provide a system, located on-site at the DDS, that will include all necessary hardware and software in order to electronically transmit all CE's to the DDS.

We also use state-of-the-art software technology and services that comply with HIPAA (Health Insurance Probability and Accountability Act). This Act covers the security standards for how healthcare plans, providers and clearinghouses transmit, access and store health information in electronic form.

Disaster Recovery Plan:

The purpose of this document is to outline the steps that Stone has implemented to address a disaster that could interrupt the operation of the transcription workflow:

- i. Designed its application in a manner that minimizes the chance of a disaster.**
- ii. Engineered the platform with the resiliency necessary to withstand a disaster with minimal or no interruption in client service**
- iii. Established support mechanisms and procedures to recover from a disaster as quickly as possible.**

Additional detail is provided below as to how Stone will attain each of these objectives.

Minimize the Chance of a Disaster

To minimize the chance of encountering a disaster, Stone has:

- i. Selected Managed Services, a leader in data center hosting services to host our Web-based transcription platform.**
- ii. Placed all mission-critical equipment for dictation and transcription inside a hardened data center. All hardened data centers have tight security procedures, backup environmental and communication systems, and state-of-the-art fire suppression systems.**
- iii. Chosen best-in-class hardware and software vendors for applications in the data center including DELL and HP/Compaq Rack Servers/Storage.**
- iv. Installed proactive monitoring tools on all applications that identify potential failure points before they affect operations.**

Maximize the Resiliency of the System

To maximize the resiliency of the system in case of a disaster, Stone has

- i. Linked together multiple dictation systems using a fault-tolerant mode, which allows a backup system to automatically take over for any system that fails.**
- ii. Implemented dual and meshed routes, firewalls, and switches. Should any of these components fail, other components would automatically assume their tasks.**
- iii. Implemented clustered and load-balanced application servers and Web servers.**

Recover from a Disaster

To recover from a disaster as quickly as possible, Stone has established the following support mechanisms and procedures:

- i. Contracted with Broadview for 24/7 managed services within the data center.**
- ii. Secure 4-hour support on a 24/7 basis with key hardware vendors.**
- iii. Runs regular incremental backup tapes throughout the day and periodic full tape backups to minimize the chance of any loss of data.**
- iv. Stone would make a backup copy of all data on the remote backup system.**

Recovery of Lost Data:

A synchronized copy of the production server will be maintained off-site. In the event of a catastrophic failure within the data center, the data held will be unaffected. The estimated time frame for restoring this data in the remaining data center is 24 to 48 hours; however, the system will allow Stone to expedite time-sensitive reports. Additionally, once the restoration is complete, Stone's operations personnel will work with individual dictators to identify any jobs that may have been lost since they had not had time to be copied to the backup system. This would only apply to jobs that were being dictated and dictators that had just completed dictation right before the catastrophic failure.

Support and Maintenance:

Stone will provide 24-hour/7 days per week support for contractor-owned hardware and software located on-site. Stone will also provide maintenance services, including after-hours emergency maintenance, for contractor-owned hardware and software located on-site. Stone confirms its understanding that it shall be responsible for maintaining service agreements on all equipment and software programs with appropriate third-party vendors. These service agreements shall remain in effect for the entire period of the contract and Stone agrees to submit all service agreements after the contract award and before implementation of services.

Specifically, Stone will obtain maintenance contracts from local vendors for all the equipment and software programs, whether on-site at the vendor's location or on-site at the DDS, necessary to meet contractual specifications to provide timely reports to the DDS. Stone will ensure that any equipment or software problems are resolved no later than one (1) working day from DDS notification. Stone will provide user and set-up manuals for all of the above hardware and software.

PRECAUTIONS: While we pride ourselves in taking preemptive steps to try to eliminate any potential problems, not all of the potential problems are controllable by us. Listed below are some of the precautions we have taken in an attempt to provide quality, uninterrupted service to DDS.

- * **Digital dictation system failure - while our digital dictation system is the most modern available, with significant redundant capabilities built in, should the system fail completely we have additional, identical systems in our office that would be able to accept dictation from the DDS dictators with almost no downtime. In addition, all of our office systems are backed up with UPS (uninterrupted power source) systems in the case of power failure.**
- * **Server failure – Stone maintains a series of backup files and procedures for each of its clients. Our main servers that reside at our location are typically backed up on a routine daily basis using all standard backup procedures available.**
- * **Telephone system failure - We have redundant T-1 and long-distance communication systems (from both Windstream and AT&T) so that if telephone system failure should occur as a result of service interruption from one provider, we can immediately switch to the second carrier.**
- * **Return of reports - While the reports will routinely be returned electronically, should there be some interruption of that service, we have existing accounts with multiple national overnight delivery services so that we would be able to print the reports in our office and return them to the DDS for early morning, next-day delivery.**

Virus Protection/Detection/Prevention

Stone has installed virus protection systems on our network and all of our workstations. Some of the features of our virus protection system include:

- **Providing continuous, unobtrusive background protection, automatically scanning files as they are downloaded, opened, created, modified, or run.**
- **Protecting against viruses coming from the Internet, intranets, e-mail attachments, floppy disks, hard drives, CD-ROMs, network drives, and drives shared between peer machines.**
- **Offers a fast, easy way to keep virus definitions up-to-date. End users or administrators simply run their first Live Update session during installation and schedule future sessions to run automatically.**
- **Ensuring that your PC is always protected against the latest virus threats. With an average of 10-15 new viruses discovered every day, keeping your virus protection current is critical.**

Incomplete, Inaudible or Problem Recording:

Stone understands that if the recording is incomplete, inaudible, or otherwise has problems preventing complete transcription, they will provide the DDS with a list of incomplete reports including the dictator and claimant's name.

Stone will contact the DDS for clarification of missing or incomplete identifying information, such as a claimant's name, Social Security number, physician's name or address, etc. Stone will be responsible for all costs associated with these calls.

Stone will observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act. Stone employees who will perform this contractual work shall be required to sign statements of confidentiality. Any new or additional employees will be required to sign a statement of confidentiality.

Neither Stone nor its employees involved in processing reports shall disclose any information that identifies the claimant, physician or facility without the permission of DDS. Stone will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Stone will destroy, by shredding, all original or draft copies, photocopies, error copies and any other unusable documents that identify the claimant.

DETAILED DESCRIPTION OF PRIVACY SAFEGUARDS REGARDING HIPAA AND PII:

HIPAA SECURITY/PRIVACY COMPLIANCE:

The Health Insurance Portability & Accountability Act of 1996 places comprehensive new security requirements on the healthcare industry. HIPAA imposed sweeping standards for the privacy and production of all electronic health information that can be linked to individuals. Final HIPAA regulations now being promulgated affect virtually every area within the nation's health-related organizations, from the one-physician office to multi-entity health systems, HMS's, healthcare support services and others.

Stone is undertaking the effort and expending substantial sums in order to be responsive and knowledgeable regarding HIPAA regulations and their corresponding impact on our customers.

INFORMATION SECURITY POLICIES:

Security covers several areas:

User authentication of dictators, transcriptionists and supervisory staff.

Physical security of the data held within the dictation systems/server for the duration of the dictation transaction and beyond, per customer contract.

Security of the data communication mechanism between the dictation server, transcriptionists and document distribution workstation at the client organization.

Information Organization Within Stone:

Client organizations, whether they are hospitals or other transcription clients, exist within Stone's Web-based transcription platform. The platform's security architecture guarantees the integrity and security of each client.

All features on the new platform, such as transcriptionists, dictators, reports, work-pools, reports etc., are represented as assets of those clients. Access to assets of those companies is only granted to authorized account holders who exist within that client.

User Identification:

Telephone Access - All access to the telephone digital recording requires that the user enter a digit string that is unique to them. Users are granted access to their own user profile and may modify the string at their own discretion.

Website Access - All access to Stone's platform is via secure Web pages. Each user, whether they are dictators, transcriptionists or supervisors, possesses a unique username and password used to log ou to the system. The user uame will identify the user as a dictator, a transcriptionist or a supervisor.

Jobs are returned via Website to the client, or via the client site distribution module.

Website Security: All data transfer between the Stone's Web server and the client browser takes place using HTTPS protocol.

Physical Security: Physical security guarantees the safety of the data stored within the data center. The data center is equipped with the necessary facilities to keep the platform up and running 24 hours a day, 7 days a week. Within these facilities, the platform delivers the highest levels of reliability through a number of redundant subsystems such as Internet traffic and in and outbound telephony and Uninterruptible Power Supply (UPS).

Access to and from the Internet is restricted first by a router which is programmed to limit IP translation to a minimum set of machines and by a firewall to further restrict and control IP message forwarding.

DATA DESTRUCTION PROCESS – METHODS & TIMETABLE

Data Destruction

Stone implements strict policies whereby data will be purged from the system after a period of time agreed upon with the client and Stone. The dictation data is stored on the data center storage for an agreed-upon time. The dictation time stamp data is stored in the DVI system.

Detailed project work plan;

Response:

The dictation lines will be available 24/7 and will be dedicated exclusively for DDS dictation. The cost of these lines will be the sole responsibility of Stone. Stone will inform the DDS and the dictating Health Care Professionals by telephone of any dictation problems, lost dictation and/or

missing or incomplete information within 24 hours of when Stone becomes aware of the problem.

Stone maintains a separate toll-free customer service telephone number that dictators and/or DDS personnel may call at any time. It will be operational twenty-four (24) hours a day, seven (7) days a week and will provide dictation instructions if needed. This number will be listed in the brochure and will be answered by a 'live person.' In addition, at least one member of the management team will always be present in the office during regular working hours and all of them have the ability and authority to answer any questions that may arise and to take whatever steps are necessary to resolve an issue. There will be no telephone tag to play as you attempt to contact someone who has the ability and authority to answer your question. The problem will be addressed and taken care of on the initial call. Customer service is a priority at Stone.

The system will have control features: start/stop, pause, listen and operator features available to the dictator. Recorders on these lines will have an announcement device with a recorded message informing dictators of the data required for the report as well as the 24 hour toll-free help line number. Stone can configure the voice prompts to accommodate any specifications of DDS. Typical voice prompts are as follows:

Greeting: Welcome to the Digital Voice Dictation System.

Prompt 1: Please enter your User ID number

Prompt 2: Please enter the Patient Number

Prompt 3: Please enter the Work Type (Optional)

Dictators will begin speaking after a short "beep" and will have access to numerous user features. Stone will configure the phone keypad to accommodate the user commands designated by DDS. Typical functions for the keypad are as follows:

Keypad	
Number	Function
1	PAUSE / STOP
2	RECORD
3	SHORT REVIEW
4	FAST FORWARD
5	DISCONNECT
6	LONG REVIEW
7	REWIND TO BEGINNING / PLAY
8	END ONE REPORT AND START ANOTHER
9	GO TO END

The dictation system will permit multiple callers to access and dictate at the same time and will have sufficient ports for access so as to avoid busy signals. It will be large enough for both current needs and for expansion later, should it become necessary.

The central recorder that Stone will provide is the most up-to-date system available and incorporates many of the enhancements that the industry has experienced over the last few years. It can have a customized prompt and message for DDS dictators. DDS can provide the information required for the message. In addition, should the DDS desire, we would provide custom dictation instructions on laminated wallet-sized dictation cards to be made available for all dictators.

The system will have control features: start/stop, pause, listen and operator features available to the dictator to clarify missing or incomplete dictation. Recorders on these lines will have an announcement device with a recorded message informing dictators of the data required for the report. Stone can configure the voice prompts to accommodate any specifications of DDS.

This dictation would be transcribed by trained, experienced medical transcriptionists as opposed to medical secretaries. Most importantly, Stone currently provides transcription service to NEDDS so we have all of the transcription staff necessary to perform this contract already employed and trained on this account. To renew this contract would result in continued service that would be seamless to the dictators.

A copy of each transcribed report would be returned by secure password-protected electronic transmission to the PC supplied by the vendor and located at the DDS office. These are sent daily at agreed-upon transmission times.

(NOTE: All equipment necessary to perform this contract is already on site at the DDS. Stone currently provides an on-site PC for the DDS, but for years we have returned the completed reports electronically using our secure password protected website as the DDS found this method to be more efficient and effective).

Stone currently transmits completed reports to the SSA's Electronic Records Express (ERE) secure website. We are already established in this system, are familiar with this process and currently process reports through this system for several other clients.

Stone has developed a very effective and reliable operational model for medical transcription. Stone continually refines its operations and is continuing to automate steps in the delivery process.

We also use state-of-the-art software technology and services that comply with HIPAA (Health Insurance Probability and Accountability Act). This Act covers the security standards for how healthcare plans, providers and clearinghouses transmit, access and store health information in electronic form.

deliverables and due dates

Response:

Implementation Plan: Stone is the current vendor. As such, all equipment and personnel are currently in place and ready to perform the services described in this RFP immediately. DDS would not have to endure any 'learning curve' by the vendor. The decision to award the contract to Stone again would guarantee a shift to the new contract that would be transparent to all of the DDS staff and more importantly to the dictating Health Care Professionals.

Stone has been providing service to the DDS for almost fifteen (15) years. Therefore, all equipment necessary to perform this contract is already on site and operating. In addition, as the incumbent, Stone has all of the necessary staff in place.

It is important to note that only Stone can state that they have a full staff in place that has years of experience transcribing NEDDS reports dictated by NEDDS dictators. Only Stone can definitively tell you who will be transcribing the reports, what are their credentials and what is their experience. Only Stone has transcriptionists who are familiar with the dictators and all of their idiosyncrasies. All other proposals can only tell you the credentials they seek in the transcriptionists they hope to hire.

COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

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.

PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

EXAMS + Conditions

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

Phone: (402) 471-6500	SOLICITATION NUMBER	RELEASE DATE
	RFP 5821 Z1	April 3, 2018
	OPENING DATE AND TIME	PROCUREMENT CONTACT
	May 1, 2018 2:00 P.M. Central Time	Teresa Fleming

I. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder 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 bidder 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 RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder'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 RFP Response (Initial)	NOTES/COMMENTS:
<i>tan</i>			

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP 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 RFP and any Questions and Answers, 4) the original RFP 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 RFP Response (Initial)	NOTES/COMMENTS:
TOW			

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

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

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

The bidder 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. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TRW</i>			

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.

G. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TRW</i>			

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.

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

H. NON-WAIVER OF BREACH

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

TRW			
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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.

I. SEVERABILITY

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

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.

J. INDEMNIFICATION

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

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, 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

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, 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 RFP.

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 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.

K. ATTORNEY'S FEES

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

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 order by the court, including attorney's fees and costs, if the other Party prevails.

L. ASSIGNMENT, SALE, OR MERGER

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

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.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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.

N. FORCE MAJEURE

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

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.

O. CONFIDENTIALITY

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

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.

P. 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.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

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

R. EARLY TERMINATION

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

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.

S. CONTRACT CLOSEOUT

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

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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, 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.

II. CONTRACTOR DUTIES

A. CONTRACTOR OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>Law</i>			

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, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor.

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; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
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, or agents).

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TRV</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>

The completed United States Attestation Form should be submitted with the RFP response.
2. 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.
3. 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, 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.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TRV</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. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AW</i>			

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AW</i>			

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.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>AW</i>			

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

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. 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 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 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		\$300,000 each occurrence
Independent Contractors		Included
Abuse & Molestation		Included
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
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		\$1,000,000 per occurrence
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$1,000,000
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."		

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

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:

Nebraska Department of Education-Disability Determinations Section
 Attn: Business Manager
 P.O. Box 82530
 Lincoln, Ne. 68501

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.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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

The bidder 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 services hereunder or which creates an actual or an appearance of conflict of interest.

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

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

J. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ton</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 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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> 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.

L. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ton</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 services as specified under the specifications in the contract in the event of a disaster.

M. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>ton</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.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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 RFP Response (Initial)	NOTES/COMMENTS:
<i>TDW</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The invoice shall be provided on a monthly basis and should include the total cost, number of lines being billed, number of reports for the billing period, unit price, and the month for which services were performed. Invoices must be sent to Nebraska DDS, Attn: Business Manager, P.O. Box 82530, Lincoln, NE 68501-2530. 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.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TDW</i>			

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 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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>TDW</i>			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt

Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 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

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

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)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 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. 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.

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 (.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 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

QUESTIONS & ANSWERS

104

ADDENDUM ONE QUESTIONS and ANSWERS

Date: April 16, 2018

To: All Bidders

From: Teresa Fleming, Buyer
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5821 Z1
to be opened May 1, 2018, at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			Whether companies from Outside USA can apply for this? (like, from India or Canada)	No.
2.			Whether we need to come over there for meetings?	No.
3.			Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)	No.
4.			Can we submit the proposals via email?	No.
5.			In regards to the above referenced bid, please provide incumbent information and pricing history/information.	See Contract 56600(O4)Ren(4)
6.	III. Contractor Duties A. Contractor Obligations	15	The RFP states " All Personnel assigned by the Contractor to the contract shall be employees of the Contractor ... " We utilize individual subcontractors, not other companies for transcription support, would this exclude/preclude us	Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"

			from bidding? Our transcriptionists are under supervision by specific team leaders who are employees.	
7.	V. Project Description and Scope of Work A. Project Overview	23	Is this a re bid of a current contract and if so who is the current provider? What is the current contracted line rate?	Refer to the response on Question 5.
8.	V. Project Description and Scope of Work D-2. Facility Security	25	<p>We utilize industry standard MT cloud based platforms along with remote US based transcriptionists. Would this exclude/preclude us from bidding since the RFP states the contractor must perform all work in a secure facility?</p> <p>We utilize individual subcontractors, not other companies for transcription support, would this exclude/preclude us from bidding? Our transcriptionists are under supervision by specific team leaders who are employees.</p>	Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"
9.	RFP Section Reference E. PRICE & 5821 Z1 Document - COST PROPOSAL	2	What is the current price per line.	Refer to the response on Question 5.
10.	RFP Section Reference D.2. FACILITY SECURITY	25	<p>Is the following acceptable for contractor's facility/supervision:</p> <p>All employees are US citizens/US based, however they do not work out of one facility. All transcribed files are typed and stored on our</p>	No. Refer to V D. Important Security Considerations "FACILITY SECURITY" AND "SPECIAL TERMS & CONDITIONS"

			network servers through a virtual remote desktop over encrypted connections. File are not kept on workstations. Audio is played, but not stored at the workstation. Copy and paste is disabled from network servers/virtual desktop to workstations. Work is only kept on secured network servers.	
--	--	--	--	--

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

RE FORMS

TO: _____ Transcriptionist#: _____

FROM: _____ DATE: _____

RE: **QUALITY ASSURANCE REVIEW**

As part of our Ongoing Quality Assurance program, your work has been reviewed from _____ to _____ . The following reports are being returned to you for your information.

- _____ content problems _____
- _____ work not transcribed as dictated _____
- _____ spelling error _____
- _____ missing/incorrect words _____
- _____ physician names misspelled _____
- _____ file name problems _____
- _____ no deficiency _____
- _____ cc's missing and/or incorrect _____
- _____ format problems _____

pages reviewed _____

Comments: _____

QUALITY ASSURANCE CRITERIA

The following are the criteria used by _____ office for QA reviews:

_____ All patient identification information dictated is verified via census sheet.

_____ Medical Record # is correct.

_____ Tape or Job # and date of dictation are correct on report and log.

_____ File name is correct on report and on log.

_____ Format is correct per format book, pagination, etc.

_____ CCs required are present.

CONTINUOUS QUALITY ASSURANCE REPORT

Transcriptionist # _____ DATE _____

As part of our continuous quality assurance program, a sampling of your transcription has come up for review this week by _____

COMMENT: (Example)

In looking at the selected reports, we were very impressed with the quality/improvement of your work. There was an indication that you may not have the latest updates or formats. The following are some areas that may need clarification.

- 1.
- 2.
- 3.

As you review your corrected reports, please make note of any grammar, English, medical terminology corrections.

Our goal is to help one another to become the best that we can be. We really enjoy having you as a part of our team and would appreciate any input or clarification that will help us all to improve and grow as quality transcriptionists and especially as a successful team.

I will be overseeing the quality assurance program. Please remember that my door is always open and I am here to be a resource to each of you. My personal goal is to see that each and every one of us continue as professionals and reach our fullest potential.

Sincerely,

Jane Doe, CMT
Transcription Manager

QUALITY CHECK SHEET

Transcriptionist: _____

Account: _____

Review Date: _____

Transcribed										Totals (Across)	Error Points (by Type)
Job #											
Rept. Tpe											
Dictator											
Proofer											
#1: Medical Word Misuse											
#2: Omitted Dictation											
#3: Medical Misspellings											
#4: Word/ Punctuation Misspelling or Misuse											
#5: Incorrect Verbiage											
#6: Inapprop. Blanks											
#7: Grammar Error											
#8: Punctuation Error											
#9: Misc. and Typos											
#10: Format Error											
Error Points											
Doc. Lines											
Accuracy %											

Comments: _____

- 1. Medical Word Misuse = 2.00 points
- 2. Omitted Dictation = 2.00 points
- 3. Medical Misspellings = 0.75 points
- 4. Word Misspelling = 0.75 points
- 5. Incorrect Verbiage = 0.75 points

- 6. Inappropriate Blanks = 0.50 points
- 7. Grammar Error = 0.50 points
- 8. Punctuation Error = 0.50 points
- 9. Misc. & Typo = 0.25 points
- 10. Format Error = 0.25 points

Total points divided by total line count equals total error fraction.
 1.0 minus total error fraction equals accuracy fraction; multiply by 100 for percentage.

DAILY LOG

DAILY LOG-NEBRASKA DEPARTMENT OF EDUCATION
DISABILITY DETERMINATIONS SECTION

DATE:

SL NO	REP NO.	CLAIMANT	SSN:	DICTATOR	LINES
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
				TOTAL	

204

TEMPLATE

NEBRASKA DEPARTMENT OF EDUCATION

Disability Determinations Section

Mailing Address: P.O. Box 82530 - Lincoln Nebraska 68501-2530 - Phone (402) 471-2961
Fax #866-347-4674

Determination For Social Security and Supplemental Security Income Disability

Month Day, Year

Dictator Name, Credentials
Address

SSN:

CLAIMANT: First Last

Thank you for your telephone report, which is included as evidence in the file of the above claimant.

Please review, sign, and return by fax to 866-347-4674, with the barcode page we have previously sent on top.

Thank you for your support.

*** To encourage faxing back signed reports we are only sending one copy of the report. If you mail your report back and wish to keep a copy, we are asking you make your own copy for your records.

PLEASE FILL IN THE BLANKS PROVIDED BY THE TRANSCRIPTIONIST FOR WORDS NOT TYPED.

MT/Job # ___ DICTATOR_ID#_LAST_4_SSN

Enc: One report copy

Transcribed Telephone Report
Dictated:

DATE:
SSN:
CLAIMANT: First Last
DOB:
EXAMINER:

Dictator, Credentials
Address

MEDICAL REPORT

DATE OF EXAMINATION:

CHIEF COMPLAINT AND HISTORY OF PRESENT ILLNESS:

ACTIVITIES OF DAILY LIVING:

FAMILY HISTORY:

PAST MEDICAL HISTORY:

ALLERGIES:

MEDICATIONS AND COMPLIANCE:

PAST SURGICAL HISTORY:

SOCIAL HISTORY:

REVIEW OF SYSTEMS:

PHYSICAL EXAMINATION:

GENERAL:

VITALS:

Pulse:
Respirations:
Blood pressure:
Height:
Weight:
Hair color:
Eye color:

SSN:
CLAIMANT: First Last

Page 2

HEENT:

Head:
Eyes:
Ears:
Nose:
Throat/Oral:

NECK:

CHEST/RESPIRATORY:

CARDIAC:

ABDOMEN:

MUSCULOSKELETAL:

UPPER:

LOWER:

BACK:

EXTREMITIES/SKIN:

NEUROLOGIC:

MENTAL STATUS:

LABS:

IMAGING:

REVIEW OF PROVIDED MEDICAL RECORDS:

IMPRESSION:

- 1.
- 2.

SSN:
CLAIMANT: First Last

Page 3

DISCUSSION:

SYNOPSIS/PROGNOSIS:

Dictator, Credentials

This transcription was made from a recording of the voice of _____, on _____, 2017.

MT/Job #_DICTATOR_ID#_LAST_4_SSN

NEBRASKA DEPARTMENT OF EDUCATION

Disability Determinations Section

Mailing Address: P.O. Box 82530 - Lincoln Nebraska 68501-2530 - Phone (402) 471-2961
Fax #866-347-4674

Determination For Social Security and Supplemental Security Income Disability

Month Day, Year

Dictator, Credentials
Address

SSN:
CLAIMANT: First Last

Thank you for your telephone report, which is included as evidence in the file of the above claimant.

Please review, sign, and return by fax to 866-347-4674, with the barcode page we have previously sent on top.

Thank you for your support.

*** To encourage faxing back signed reports we are only sending one copy of the report. If you mail your report back and wish to keep a copy, we are asking you make your own copy for your records.

PLEASE FILL IN THE BLANKS PROVIDED BY THE TRANSCRIPTIONIST FOR WORDS NOT TYPED.

MT/Job # ___ DICTATORID# _LAST_4_ SSN

Enc: One report copy

Transcribed Telephone Report
Dictated:

DATE: Month Day Year
SSN:
CLAIMANT: First Last
DOB:
EXAMINER: First Last

Dictator, Credentials
Address

PSYCHOLOGICAL REPORT

DATE OF EXAMINATION:

GENERAL OBSERVATIONS:

PERSONAL AND FAMILY HISTORY:

HISTORY OF PRESENT ILLNESS:

HISTORY OF OTHER PERTINENT MEDICAL EVENTS:

CURRENT MENTAL FUNCTIONING:

CURRENT ADAPTIVE FUNCTIONING:

ICD-10 DIAGNOSES:

PROGNOSIS:

Dictator, Credentials
License#:
Expiration:

This transcription was made from a recording of the voice of _____, on Month Day, Year.

MT/Job # _____ DICTATOR_ID#_LAST_4_SSN

SSN:

CLAIMANT: First Last

Page 2

FALL SITE MARKS

1
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STONE NETWORK INC.

REPORT ON COMPILATION OF
FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

14

/

STONE NETWORK INC.

SEPTEMBER 30, 2017

CONTENTS

	Page
Accountant's Compilation Report	1
Balance Sheet	2
Statement of Operations and Retained Earnings	3

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ACCOUNTING OFFICES

MAYUR MEHTA & CO., P. C.

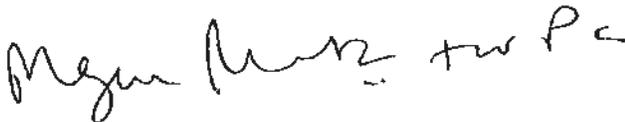
CERTIFIED PUBLIC ACCOUNTANTS
853 SECOND STREET PIKE ♦ SUITE B-107
RICHBORO, PA18954
TEL: (215) 396 2950 ♦ FAX: (215) 396 2951

To the Board of Directors
Stone Network Inc.
Chalfont, PA 18914

We have compiled the accompanying balance sheet of Stone Network Inc. (Income tax basis) as of September 30, 2017 and the related statement of Income and Retained Earnings (Income tax basis) for the nine months then ended in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements and supplemental schedules information that is the representation of management. We have not audited or reviewed the accompanying financial statements and supplemental schedules and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.



Richboro, Pennsylvania

November 6, 2017

MM

STONE NETWORK INC.

BALANCE SHEET
SEPTEMBER 30, 2017

ASSETS	
Current Assets:	
Cash in Bank	\$ 32,012
Loan to Shareholder	<u>265,214</u>
Total Current Assets	<u>297,226</u>
Other Assets:	
Rent Deposit	5,949
Total Assets	\$ <u>303,175</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities	
LOC Payable	\$ 250,891
Payroll Taxes Payable	4,016
Pension Payable	<u>28,125</u>
Total Current Liabilities	<u>283,032</u>
Total Liabilities	<u>283,032</u>
Stockholders' Equity:	
Capital Stock	1,000
Retained Earnings	119,143
Distributions to Shareholders	<u>(100,000)</u>
Total Stockholders' Equity	<u>20,143</u>
Total Liabilities and Stockholder's Equity	\$ <u>303,175</u>

MM

STONE NETWORK INC.

REPORT ON COMPILATION OF
FINANCIAL STATEMENTS

DECEMBER 31, 2016

STONE NETWORK INC.

DECEMBER 31, 2016

CONTENTS

	Page
Accountant's Compilation Report	1
Balance Sheet	2
Statement of Operations and Retained Earnings	3

STONE NETWORK INC.

BALANCE SHEET
DECEMBER 31, 2016

		ASSETS
Current Assets:		
Cash in Bank	\$	125,580
Loan to Shareholder		<u>165,214</u>
Total Current Assets		<u>290,794</u>
Other Assets:		
Rent Deposit		<u>5,949</u>
Total Assets	\$	<u>296,743</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

Current Liabilities		
LOC Payable	\$	245,502
Payroll Taxes Payable		6,264
Pension Payable		<u>35,000</u>
Total Current Liabilities		<u>286,766</u>
Total Liabilities		<u>286,766</u>
Stockholders' Equity:		
Capital Stock		1,000
Retained Earnings		148,977
Distributions to Shareholders		<u>(140,000)</u>
Total Stockholders' Equity		<u>9,977</u>
Total Liabilities and Stockholder's Equity	\$	<u>296,743</u>

STONE NETWORK INC.

STATEMENT OF OPERATIONS AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2016

Income:		
Consulting Income		\$ <u>1,599,129</u>
Operating Expenses:		
Auto Expense	\$	10,368
Auto Rental		19,854
Bank Charges		6,544
Charitable Contributions		601
Computer Supplies		2,781
Equipment Rental		23,182
Employee Benefits		34,078
Insurance - Other		15,782
Interest Expense		8,085
Marketing		9,692
Office Supplies		7,020
Outside services		896,095
Payroll and other Taxes		11,898
Payroll, Officers		110,000
Payroll, Others		30,000
Payroll Services		1,701
Pension Contributions		35,000
Postage and Delivery		15,215
Professional Fees		10,725
Promotions		11,642
Supplies		12,095
Rent		90,865
Repairs and Maintenance		1,178
Telephone and Internet		71,159
Travel		23,215
Utilities		<u>18,129</u>
Total Operating Expenses	\$	<u>1,476,904</u>
Income before Depreciation		122,225
Depreciation expense		<u>-0-</u>
Net Income		122,225
Retained Earnings, Beginning		<u>26,752</u>
Retained Earnings, Ending	\$	<u>148,977</u>

Resumes

10/2

TIMOTHY A. NICHOLLS

1127 Montgomery Avenue
Wynnewood, PA 19096
(215) 806-5654

PROFILE

Dedicated results driven professional with over 40 years of diverse management experience in various service-oriented businesses. Effective communicator and negotiator who can build and maintain productive business relationships. Demonstrated track record for reducing costs, boosting sales revenues and profitability.

CAREER HISTORY

STONE NETWORK INC.

2000 – Present

Vice President

Managed all operational and administrative functions and facilitated the growth of a service provider in the healthcare field for start-up to over \$5M.

MEDQUIST

Director of Mergers & Acquisitions

1999 –2000

Negotiated favorable agreements with financial institutions for facilities purchase, line of credit loans and leasing facilities.

MEDICAL TRANSCRIPTION TECHNOLOGIES

1995 – 1999

President/Owner

Directed all day-to-day matters as well as financial oversight of critical problem areas in the company's operational scheme. Analyzed, recommended and initiated operational changes based on an analysis of the company's financial situation as well as the direction of the industry.

SECREPHONE LTD.

1988 – 1995

Vice President

Spearheaded an aggressive marketing campaign resulting in 28% annual increase in sales. Transformed an historically reactive sales approach into a proactive stance through redefining job functions and performance expectations.

SCHURAN, INC.

1986 – 1988

Vice President/Investment & Development

Identified and qualified new business and investment opportunities to increase the income stream from a high net worth individual. Analyzed, evaluated and recommended acquisitions/mergers ranging from \$250,000 to \$7M.

EDUCATION

University of Pennsylvania,

Wharton Graduate School of Business
MBA Finance/Marketing 1985

Delaware Law School

Juris Doctor 1980

University of Pennsylvania

Wharton School of Business
Bachelor of Science/Finance 1975

DAVID BRADFORD
PO Box 235
Line Lexington, PA 18932

PROFILE:

Specialist in telerecording and transcription systems with 35 years of experience in the transcription industry, evaluating clients' needs in this area to determine the type of systems needed to achieve the best solution to their individual problems.

EXPERTISE AND EXPERIENCE:

- Installation of both small and large digital dictation systems for hospitals and government agencies.
- Installation and support of sophisticated communication systems for both voice and data.
- Extensive knowledge of current systems used for printing and documentation, mailing and document imaging.

CARRIER HISTORY:

STONE NETWORK, INC.	2000-PRESENT
MEDQUEST	1999-2000
MTT INC.	1995-1999
SECREPHONE LTD	1971-1995

REFERENCES:

Brian Ross
Conshohocken, PA
610-825-3737

Robert Fennimore
Lancaster, PA
717-393-3921

Joyce L. Metzinger
1959 Rosemarie Way
Hatfield, PA 19440
(215)362-7441

OBJECTIVE: To utilize my experience gained from previous employment in the medical transcription/healthcare field or similar capacity.

EDUCATION: *MCCC School of Nursing*
Blue Bell, PA
Registered Nurse, ADN Degree (1991)

Peirce College
Philadelphia, PA
Associate Degree in Medical Secretarial (1976)

EXPERIENCE: February 2000 to Present
Stone Network, Inc.
Chalfont, PA

Operations Manager – Responsible for company operations including liaison with clients and transcriptionists. Duties include all operational aspects of the business.

November 1997 to February 2000
Medical Transcription Technologies
Exton, PA

Medical Transcriptionist - Duties included accurate transcribing of hospital reports within the specified turnaround time.

November 1993 to February 2000
North Penn Hospital
Lansdale, PA

Registered Nurse – Responsible for patient care and teaching, charting, medical and IV administration on a 36-bed Telemetry Unit. CPR and ACLS certification.

January 1990 to November 1993

Sacred Heart Hospital

Norristown, PA

Registered Nurse – Oncology Unit. Responsible for patient education, emotional support and care, IV and medication administration including chemotherapy administration. Chemotherapy certification.

Nurse Extern – Oncology Unit. Patient care duties.

1985 to 1989

Pennridge Pediatric Associates

Sellersville, PA

Medical Secretary/Transcriptionist – Transcribed medical reports and correspondence for general pediatric office.

1979 to 1981

Chestnut Hill Hospital

Philadelphia, PA

Medical Transcriptionist – Transcribed medical dictation for charts and correspondence.

1978 to 1985

Harvey E. Duchin, M.D., P.C.

Philadelphia, PA

Medical Secretary/Assistant – Secretarial and Medical Assistant duties for OB/GYN office.

1976 to 1978

Hahnemann University Hospital

Philadelphia, PA

Medical Transcriptionist/Secretary - Department of Neurology. Transcription of medical dictation and secretarial duties.

**Deborah A. Rose
210 Anthem Way
Chalfont, PA 18914**

PROFILE

Transcriptionist with 20+ years experience with wide-based knowledge of medical terminology.

Registered nurse with over 10 years experience in healthcare including acute care, home care, and medical management. Demonstrated ability to assess and diagnose with clear vision the anticipated needs of patients and implemented the necessary healthcare required for the well-being of the patient. Effectively interacts with people, participating in a strong team approach with integrity and sound judgment.

PROFESSIONAL EXPERIENCE

**STONE NETWORK, INC
Chalfont, PA**

November, 2000 - present

Responsible for accurate and precise review of all transcription, following criteria, and return of such transcription within the specified deadlines.

**JUST YOUR TYPE
Perkasie, PA**

1980 – 2001

Self-employed transcriptionist meeting the transcription needs of various disciplines of medicine including hospitals, doctor's offices, and psychiatric facilities.

**MEDQUIST
Exton, PA.**

1999 - 2001

Self-managed with the responsibility of transcribing all dictation with accuracy and proficiency meeting specified turnaround.

**MTT
Exton, PA**

1997 - 1999

Self-managed with the responsibility of transcribing all dictation with accuracy and proficiency and meeting specified turnaround.

**NORTH PENN HOSPITAL & MEDICAL CENTER 1991 - 2000
Lansdale, PA 19446**

Registered nurse on a medical/surgical floor implementing various nursing responsibilities including patient care, meeting JACHO standards, and working as a team with all healthcare disciplines.

Deborah A. Rose, RN
Page 2

EDUCATION

Associates Degree in Nursing, MCCC School of Nursing, Blue Bell, PA. (1990).

CMT, The SUM Program, (1980).

Continuing Education Courses.

CPR and ACLS Certified.

RESUME

M. Sinnappan

Office (215) 712-2400

EDUCATION

April 1990 Bharathiyar University
Coimbatore, India
M.S. Computer Science

April 1986 Bharathidasan University
Trichirappalli, India
B.S. Computer Science

EXPERIENCE

Jan 2003-Present Stone Network, Inc.
Chalfont, PA
Vice-President Technical Support

Sept 1997-Jan 2003 Thomas Technology Solutions, Inc.
Horsham, PA
Software Architect. Design and development of web-based applications using Microsoft .NET technologies. Design and development of Windows-based applications.

Jan 1995-Sept 1997 Cheyenne, A Division of Computer Associates International, Inc.
Lake Success, NY
Software Engineer. GUI Design and Development of Windows NT-based Data Storage Management Software called ARCserve. Extend ARCserve manager's capabilities to Image Backup Option, DBAgent option and Client Agent Support. Enhance and improve User Interface code for integration using MS Visual C++ and MFC.

June 1993-Dec 1995 Raxon/Sytron Corporation (Acquired by Seagate)
Westborough, Mass.
Software Engineer. Graphical User Interface Design and Development of network-based cross platform Data Storage management Software called Tapeware CX.

Tools/Platform: Microsoft C, MSVC C++ and MFC and Windows SKD (win 16 and win 32).

June 1992-June 1993 Natural Resources data Management System Project
National institute of Science and Technology and Studies (CSIR)
New Delhi, India
Systems Analyst. Developed a Geographical Information System (CSIRVISION-GIS). CSIRVISION GIS package is an efficient tool to integrate map data, classified remote sensing data and tabular data. It provides the multiple queries, display of information and query in mp, graphics, tabular and textual modes; also allows the spatial database creation through inbuilt digitization module.

Tools/Platform: Microsoft C, Borland C++ and Windows SKD and BTRIEVE database tool.

April 1990-May 1992 Magic Software Pvt Ltd.
New Delhi 110 045, India
Software Engineer. Developed a Production Cost Estimation System using Microsoft C, BTREIEVE database Tool and VERMONT VIEWS under NOVELL network environment.

REFERENCES: Michael Gingsberg,
Hundington Valley, PA
Phone: 215 653-5137

Gary Flancer
Horsham, PA
Phone: 215 682-5000

Nishan Sivagnanam
Media, PA
Phone: 302 750-5433