



**Response to RFP# 5821 Z1**

**Medical Transcription Services**

**For**

**State of Nebraska, Department of  
Administrative Services**



***Submitted To:***

Teresa Fleming, Buyer  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materieipurchasing@nebraska.gov](mailto:as.materieipurchasing@nebraska.gov)

***Submitted By:***

Rahul Vajpayee  
COO  
Clairsol, Inc.  
P.O. Box 97948  
Brentwood, PA 15227  
Ph: 732-321-1155  
Fax: 732-424-6963  
Email: [webmaster@clairsol.com](mailto:webmaster@clairsol.com)

***Date Presented:***

May 1, 2018

*TECHNICAL PROPOSAL — ORIGINAL*



May 01, 2018

Teresa Fleming, Buyer  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

RE: Response to RFP# 5821 Z1 for Medical Transcription Services for Nebraska DDS

Dear Ms. Fleming:

Thank you for providing ClairSol the opportunity to participate in Nebraska DDS's RFP for Medical Transcription Services. By way of this correspondence, please find ClairSol's RFP response attached. We are confident in our ability to assist you in meeting and exceeding your present and future transcription service goals.

In reading our proposal, I think you will find several advantages to selecting ClairSol as your vendor for the above-mentioned services. Among them is our commitment to keeping pace with – and staying a step ahead of – the rapidly changing environment of the healthcare industry.

ClairSol is a nationwide provider of Health Information Management Services (HIM), and our breadth of knowledge spans 17 years. We hold ourselves to the highest standards outlined by our professional associations. ClairSol has the expertise plus the networking and technical capabilities to meet the requirements described in this RFP. There are no requirements within this RFP that cannot be met by ClairSol.

Another important advantage you will find underscored throughout our response is our dedication to our clients. We recognize that no organization – regardless of its similarity to others – is the same, which is why we customize our solutions specifically to each facility's unique needs and requirements. Our smaller boutique model also allows us to build strong and long-lasting relationships with the organizations we serve. Because of that, we are able to respond quickly and efficiently to any issues that may arise and provide a higher level of quality and service than most of our larger competitors.

ClairSol looks forward to showcasing our transcription staff to Nebraska DDS in the near future. As a full service HIM company, ClairSol brings Value Added Services as your partner.

ClairSol Value	Nebraska DDS's Benefits
Contractual commitment to quality performance of 98%	ClairSol expressly provides contractual guaranteed quality standards and performance credits as standard operating language in all of our service agreements.
All-inclusive Pricing for Services	ClairSol offers the convenience of all-inclusive pricing, which includes travel and related expenses for on-site personnel.



<b>Additional HIM Services</b> <ul style="list-style-type: none"><li>+ Compliance Auditing &amp; Education</li><li>+ Scanning Services</li><li>+ HIM Clerical Support</li></ul>	Take advantage of the breadth of knowledge of a true HIM Solutions provider. We will be your best partner today and in the future as additional needs may arise.
<b>Scalability</b>	Clairsol has the capability and the resources to accommodate any planned or unexpected increases in volume as the need may arise.

Thank you again for your consideration in allowing us to participate in this RFP. I am providing you with my personal assurance that we will exceed your expectations and our references will corroborate my assurance. We look forward to meeting with your team in order to detail our solutions and share the wide range of benefits that Clairsol can offer.

In the meantime, if there is anything more I can provide you, please do not hesitate contact me, Rahul Vajpayee, COO, directly at 732.321.1155, or at [webmaster@clairsol.com](mailto:webmaster@clairsol.com). My fax number is 732-424-6963. I am authorized to sign contracts on Clairsol's behalf, and I would be happy to share more with you about our capabilities and qualifications. I look forward to the results of your review and to hearing from you soon.

Sincerely,

Rahul Vajpayee  
COO  
Clairsol, Inc.  
732-321-1155  
Fax: 732-424-6963  
[webmaster@clairsol.com](mailto:webmaster@clairsol.com)

## **Table of Contents**

1. Technical Proposal 1- Executive Summary
2. Technical Proposal- Section V- Scope of Work
3. Technical Proposal- Corporate Overview
4. Enclosures:
  - Contractual Services Form
  - Form A - Bidder Contact Sheet
  - TOB
  - Acknowledged Amendment 1
  - Financial Statements



## **Executive Summary**

ClairSol Inc. is a Small and Minority Owned Business. Since 2001, ClairSol, headquartered in Metuchen, New Jersey, has continually provided innovative HIM solutions to the healthcare industry. For more than 17 years, ClairSol has evolved with the changing technologies to provide alternatives and recommendations to current customers that enable them to become more efficient and cost-effective.

With ClairSol you will find a transcription solution that is highly customized, giving Nebraska DDS a seamless transition to utilizing the Transriter platform. ***ClairSol has already done a seamless transition for WV DDS and SC DDS. ClairSol currently provides transcription services to WV DDS and SC DDS.***

***Please speak to Jim Taylor, Administrative Services Manager at WV DDS, and Dr. Kenneth Norris, Deputy Director DDS at SC DDS to know more about our services, capabilities, project management skills, and more. Their information is listed below:***

***Jim Taylor, Administrative Services Manager at WV DDS  
Charleston WV  
Ph: 304 353-4262,  
Email: [Jim.Taylor@ssa.gov](mailto:Jim.Taylor@ssa.gov) and***

***Dr. Kenneth Norris, Deputy Director DDS  
SCVR-Disability Determination Services  
Phone: 803-896-6400  
Email: [Kenneth.Norris@ssa.gov](mailto:Kenneth.Norris@ssa.gov)***

ClairSol's training program will consist of an end-user training program that will be scheduled based on Nebraska DDS needs and end-user availability. ClairSol will allow for an initial week of training, and if all training needs are not met, ClairSol will work with you to schedule further training. ClairSol will also train Nebraska DDS trainer who can assist with further training needs at your convenience.

ClairSol's dictation system can be accessed via a toll-free number. ClairSol offers access to transcribed reports via a web based portal (Transriter Portal) to search for and access transcribed reports as well as other standard statistical (Completed Work, TAT) reports. The access to transcribed reports can also be provided as per the client's requirement and preference (Encrypted email, Fax, Mail, Reports on client's website/portal). We also offer a standalone application (Transriter Client Access) that has the ability to view real time backlog and a Completed Job Search feature. Dictation audio is also available in the stand alone application.

In addition to the monitoring of in-progress jobs, the standard portal reports can be downloaded into MS Excel, MS Word or PDF and includes: Med Rec / Acct#, Physician ID or Name, appropriate job numbers, dictation time and date, rate per line, total lines, and total cost per report. In addition, ClairSol provides a similar TAT report based on a snapshot of the billing period. The TAT report shows jobs in TAT and Jobs out of TAT broken down by work type or TAT requirements. The client can reconcile any TAT based credits ClairSol offers in our contractual agreement.



ClairSol complies with all HIPAA and HITECH Act security requirements, using a mixture of technology-based safeguards (such as strong encryption and tunneling for data in motion, strong encryption plus comprehensive role-based access control, intensive access logging, and data-loss-prevention strategies for data at rest) and operational-based policies backed up by regular training and compliance audits.

Providing exceptional service is not only ClairSol's core belief, it is a mandate from the very top of the organization. ClairSol's philosophy on customer service is this: Customer Service is only as good as the Customer says it is. To that end, ClairSol strives to satisfy each client thoroughly. We provide a dedicated Account Supervisor to oversee the workflow for your account. This individual serves as an immediate resource and go-to person for the client concerning account issues. The Account Supervisor will directly resolve issues, escalate issues and facilitate resolution, and will also have additional backup support from three other Account Supervisors. In addition, an escalation path to the HIM Operations Manager and Executive Director, HIM Operations to COO is continuously available. Further, ClairSol's Client Support Services (CSS) team is available and on call 24x7x365 for all premises-based, hosted, and transcription outsourcing clients. ClairSol prides itself with our responsiveness and level of customer service. ClairSol operations maintain and enforce strict Quality Assurance policies, and strives to provide quality transcription reports and guaranteed TAT delivery.

ClairSol has the capability and the resources to accommodate any planned or unexpected increases in volume giving Nebraska DDS may experience. Whether it is our HIM Directors, MLSs, Quality Assurance Editors, IT and Help Desk, Client Support Services, our President, or other department personnel, our experienced team is ready to provide you with a consultative approach to customer service and creative and innovative solutions that meet the dynamic of today's changing healthcare industry. ClairSol is committed to achieving the highest standards of excellence for the clients we serve. Clients look to ClairSol for:

- Exceptional Service and Support
- TAT (Turnaround Time) guarantee or credit back
- Quality, Auditing, Reporting process and standards that exceed expectations.
- STAT requests that are true STATs for ClairSol. From the time we receive a STAT report until its submission it is being continuously monitored by a group of people for faster delivery.
- Management that leaves no chance for excuses. ClairSol's management is very strict about QA policies, procedures and standards. Rules are in place to ensure they are being followed.
- One-on-one client interaction for client satisfaction.
- State-of-the-art technology to save money: ClairSol provides a state-of-the-art system and technology to all our clients. Our clients do not have to buy expensive systems and their product support, which, in turn, saves them a lot of money.
- Solutions for all client HIM requirement and needs at one place- ClairSol.

ClairSol complies with the insurance requirements stated in the RFP and will provide the insurance certificate if ClairSol is the preferred vendor for Nebraska DDS transcription services.

ClairSol welcomes the opportunity to enter into a relationship with Nebraska DDS and bring the quality solutions and cost effective programs that you seek.



## SCOPE OF WORK:

A **brief plan** on how ClairSol will receive dictations and deliver reports to Nebraska DDS includes:

### Dictation:

- ClairSol will provide toll free 800 number and dictation instructions to Nebraska DDS physicians.
- Nebraska DDS physicians will dial into ClairSol's state of art digital dictation system using touch tone phone and will record their dictations.

### Transcription:

- ClairSol's Transcriptionists averaging 12 years of experience will transcribe those dictations.

### Report Delivery:

- Once transcribed, the reports will be transmitted to ClairSol's secured portal and the authorized user at Nebraska DDS will login to the portal to review, download or print reports for signature.
- Please note that the reports can also be made available to Nebraska DDS via secured Fax, Secured encrypted email, direct upload on any of the Nebraska DDS systems or direct print at one of the printers in Nebraska DDS medical records department, if Nebraska DDS desires so.

## ELECTRONIC TRANSCRIPTION AND DELIVERY OF MEDICAL REPORTS:

ClairSol will ensure that the dictated reports are transcribed and returned to DDS within the schedules specified in the RFP. As a routine course of business, ClairSol pro-actively monitors and manages its clients' turnaround times (TAT) to ensure contractual compliance 100% of the time.

Our different clients have different preferences as far as report delivery method is concerned. Our Transcription system has a way to set up delivery preferences for each client or dictator. Each client/dictator is set up with delivery preferences.

For example some customers want reports to be faxed, some of them want reports on secure website, and others want them to be delivered by encrypted e-mail.

**ClairSol Web-Based Report Delivery System:** For Transmitting, Receiving, Printing and Monitoring Status of Reports (Optional Service, provided with no extra cost):

Our web based report delivery system provides industry standard 256-bit encrypted, Secured Socket Layer access to the reports. The web-based delivery system provides following features:

1) Electronic Transmission of Reports: It Allows capability to download reports from anywhere using Internet connection and web browser. This feature also allows user to:

- a) Download report.
- b) Search and Download report based on Author ID, ID Number, Author's First or Last name, , Job Number, Report Type and Date of Dictation.



c) Sorting Reports- completed reports, pending reports etc.

**Delivery of Reports By Secure Email:** All the connection between email client and server are encrypted by 256-bit SSL. Data is transmitted using HTTPS SSL 256-bit encrypted Web Delivery Interface. All traffic to our office has to pass through Hardware as well as software VPN. Over the Organizational level, every piece of data is digitally locked. For emailing confidential report and PII we use:

- 1) VeriSign Digitally Encrypted and Digitally Signed Email: VeriSign PKI certificate encrypted and digitally signed email provides and 256-bit of encryption.
- 2) 256-Bit Encrypted Centurion Mail and other encryptions.

**Delivery of Report by secured FTP:** ClairSol will use this method if Nebraska DDS requires this method to be used to send reports to DDS.

**Delivery of Report by secured Fax:** ClairSol's fax server can be configured to fax reports to users based on their preferences. ClairSol will use this method whenever Nebraska DDS requires fax delivery of reports.

**CLAIRSOL DICTATION SYSTEM, ITS FEATURES AND DICTATION OPTIONS:**

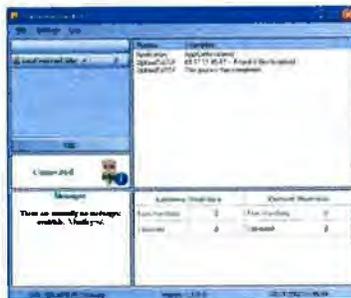
ClairSol's state of art digital dictation system is accessed via Toll Free 800 number and is available 24 hours a day, seven days a week and 365 days a year. It is the fully digital system which can be accessed from anywhere in the United States.

Every physician is assigned a dictation ID number to dictate. Pin# can also be assigned if the facility desires so. Physicians dial in the toll-free number to access dictation system, enters their dictation ID# and follow Dictation Instructions \Prompts to record, play, complete and save their dictations.

**Dictation options within the ClairSol Platform include:**

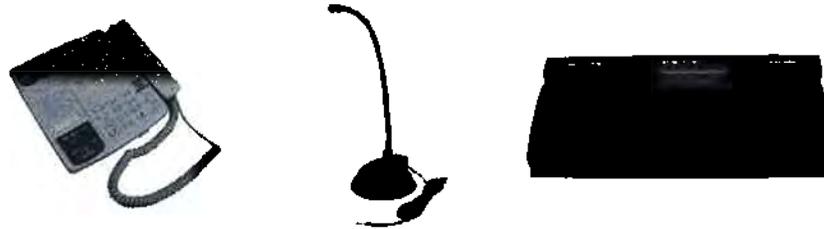


**Standard toll free dictation access.**





Digital, portable hand helds with secure, logged software (can run in dedicated mode or server mode)



Hands free dedicated dictation stations used with toll free access.

- **Toll-free telephone access for dictators;**

ClairSol's dictation system will be accessed via Toll Free 800 number and is available 24 hours a day, seven days a week and 365 days a year. It is the fully digital system which can be accessed from anywhere in the country.

ClairSol will provide sufficient 800 telephone code access to the physicians 24x7x365 for dictating the reports. **The 800 telephone line will be accessible from any locations in the United States without any busy signals.** Physicians can access ClairSol's dictation system by using one of the following options for dictation input, if required:

- Telephone input via 800 number provided by ClairSol.
- Dedicated dictation station (analog) w/ handmic, handset, or handsfree input.
- Dictate stations with or without barcode readers.
- Digital portables devices (handheld recorders etc.)w/ ClairSol's secure DocIT and Xmit software.

ClairSol maintains a fluctuating pool of lines available for incoming dictation, always keeping ahead of client demand. ClairSol's dictation systems are fed by redundant pools of multiple PRIs, each of which can carry 23 concurrent calls. Total port capacity on all servers is currently well over 200 ports, with more ports being added on a frequent basis. Please note that these are not facility-dedicated ports as each port "senses" (via DID/DNIS) which facility a client is calling from and thus engages the appropriate location-sensitive prompts, without the caller being required to specify a client-identification code. ClairSol maintains circuit pools from two completely separate carriers, and provides each client with a primary dial-in number and a backup dial-in number that is fully independently routed. ClairSol also monitors port usage intensively and acts to add more capacity well before port contention is likely to occur.

The system includes a recorded voices message to answer the toll free number that will assure to the dictator that they have reached ClairSol's dictation system.

The Quick voice prompts help save physician's time. Voice prompts can be overridden to get quick



access, if required.

Our Dictation system is compatible with choice of physician dictation Ids. Dictation Ids can be created as per choice and convenience of physicians and Medical Record Nebraska DDS.

Clairsol provides Quick access to user by creating user Id for new in as quick as 15 minutes. New user is good to dictate in 15 minutes after we receive intimation about it.

Clairsol can provide Secured access to system, if required where the physicians will be able to access the system by dialing in PIN Number. The system also provides ability to record addendums to previously dictated reports.

Clairsol's dictation system provides the dictation functions like editing, play, pause, rewind, forward, quick rewind, quick forward, end of dictation, start of dictation, overwrite, abort, listening of dictations etc. Time limit for pause during the dictation process can be set to desired value depending upon convenience of Medical Record Department or Physicians

System also provides an options to save normal as well as priority dictations; distinguish between normal and priority dictations.

#### **CONFIDENTIALITY OF REPORTS:**

Clairsol will observe the confidentiality of transcribed reports as required by the Federal Privacy Act and Freedom of Information Act. All new hires at Clairsol are required to sign a confidentiality agreement with Clairsol at the time of their hiring. The staff members are also required to review and sign an annual confidentiality agreement which outlines the permitted uses, disclosures, and safeguards for PII. Clairsol maintains rigorous confidentiality standards with all employees. Clairsol's confidentiality agreement provides as follows:

- States that the agreement sets forth terms and conditions to which the employee is bound by signing and dating the agreement.
- It requires the employee to acknowledge that confidential information as defined in the agreement is a valuable asset of the company and disclosure is infinitely prohibited.
- It conforms to HIPAA and HITECH regulations.
- It sets forth nine circumstances regarding PII to which the employee must agree.
- It addresses what is to happen in the event of termination of employment.
- It includes non-compete language.

The confidentiality agreements can be made available to Nebraska DDS for review upon request. Clairsol complies with all HIPAA and HITECH Act security requirements, using a mixture of technology-based safeguards (such as strong encryption and tunneling for data in motion, strong encryption plus comprehensive role-based access control, intensive access logging, and data-loss-prevention strategies for data at rest) and operational-based policies backed up by regular training and compliance audits.

**Monthly Billing :** Clairsol agrees to provide monthly billing with accurate log.

**Contact person to resolve problems:** Providing exceptional customer service is not only Clairsol's



core belief, it is a mandate from the very top of the organization. ClairSol's philosophy on customer service is that, ***Customer Service is only as good as the Customer says it is.*** ClairSol would provide a dedicated Account Supervisor to oversee the workflow for your account. This individual serves as an immediate resource and go-to person for the client concerning account issues. The Account Supervisor will directly resolve issues, escalate issues and facilitate resolution, and will also have additional backup support from three other Account Supervisors. In addition, an escalation path to the HIM Operations Manager and Executive Director, HIM Operations to COO is continuously available. Further, ClairSol's Client Support Services (CSS) team is available and on call 24x7x365 for all premises-based, hosted, and transcription outsourcing clients. ClairSol prides itself with our responsiveness and level of customer service and is confident that our references will be affirmative. ClairSol is more than capable of handling 100% of Client's support needs from any domain.

ClairSol knows that the best method to measure and improve client satisfaction is by asking our clients. To start with, our account managers work to develop a close relationship with each and every client. From there, we ask our clients how we are doing, where we can and need to improve to what else they may need as things change going forward. Our team is trained to seek for constant feedback from and to its customers. Our executive team visits client sites and queries clients via semi-annual surveys. As ClairSol continues to grow, a plan is already in place to increase the amount of people who specialize in client relations.

In addition to that, we have committed ourselves to be available when our Clients need us most, which in our industry, could happen any time – day or night. That's why our Help Desk operates around-the-clock, 365 days a year to assist with technical problems and questions. We track all incoming issues and proactively investigate potential problems to keep recurring issues to a minimum and avoid significant problems down the road. All this helps us act quickly and swiftly when responding to the needs of our Clients.

#### **Custom dictation instructions:**

ClairSol will provide the printed dictation instructions to all dictators. The prompts on ClairSol's dictation system and fully customizable and can be customized as per Neraska DDS's requirement. During the transition and at the initiation of our contract ClairSol requests its clients to provide their current dictation instructions so we can set up our dictation instructions and system in a similar way. We try to mimic the current dictation instructions of our clients so it's not a learning curve for the dictators.

#### **Permit multiple callers to access and dictate at the same time:**

ClairSol's dictation system permits multiple callers who can dial and dictate at the same time. The process is so seamless that the dictators feel they are the sole users of the system. ClairSol maintains a fluctuating pool of lines available for incoming dictation, always keeping ahead of client demand. ClairSol's dictation systems are fed by redundant pools of multiple PRIs, each of which ***can carry 23 or 24 concurrent calls.*** Total port capacity on all servers is currently well over 200 ports, with more ports being added on a frequent basis. Please note that these are not facility-dedicated ports as each port "senses" (via DID/DNIS) which facility a client is calling from and thus engages the appropriate location-sensitive prompts, without the caller being required to specify a client-identification code. ClairSol maintains circuit pools from two completely separate carriers, and

provides each client with a primary dial-in number and a backup dial-in number that is fully independently routed. ClairSol also monitors port usage intensively and acts to add more capacity well before port contention is likely to occur. ClairSol also maintains a pool of analog "POTS" lines for emergency backup dictation should there be a catastrophic multi-carrier failure – an extremely rare event. In the extremely unlikely event that this second level of backup is required, then an assigned location code is also prefixed to the login sequence.

ClairSol does not offer a "Hold" system. ***Physicians or other Nebraska DDS staff will not have to wait/hold to get to a voice message indicating the approximate amount of "Hold" time anticipated.***

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

ClairSol's dictation system provides several dictation functions including play, pause, rewind, stop, forward, quick rewind, quick forward, end of dictation, start of dictation, overwrite, abort, listening of dictations etc. Time limit for pause during the dictation process can be set to desired value depending upon convenience of the department.

ClairSol's dictation system also provides an option to save normal as well as priority dictation.

**QUALITY CONTROL:**

We believe that the demand to maintain high standards of quality in transcribed documents is essential, and our quality assurance review is approached more as an educational and technical support opportunity for the MLS and less as a punitive measure.

The quality performance standard is a minimum of 98% accuracy rating. Quality control audits are performed on a monthly basis (but the frequency of these reviews can be customized to fit the client's request). The reports selected for the audit are representative of all work types transcribed by the MLS, with at least one of each work type reviewed, for a total sampling of approximately 350-500 lines (this too can be customized to fit the client's expectations). Reports selected for the audit review will be scored, documented and reported utilizing the Quality Evaluation metrics as outlined by our current QA policy. All documents pertaining to that quality control review period will be stripped of PII and provided as feedback to the MLS via email. The MLS will acknowledge receipt of the Quality Check Sheet via email and the account manager will maintain it in the MLS's permanent file. Failure to meet required quality standards (98% or higher) will result in a higher percentage of work sampled for quality and the initiation of a performance improvement plan.

To achieve complete customer satisfaction, ClairSol maintains and enforces strict Quality Assurance policies for all of our transcriptionists. ClairSol has a set of established procedures to address a poorly transcribed report identified by the client. Upon notification from the client, the situation is escalated to the Account Supervisor who conducts a thorough investigation of the transcribed document to include a full second listen and review of the dictation and document. Immediate feedback is provided to the Medical Language Specialist (MLS) and/or Quality Assurance Supervisor. Additional feedback is provided to the remainder of the Transcription Team for informational purposes.

If the investigation reveals a critical error was committed by the MLS or the QA Specialist, disciplinary action is undertaken as per our Quality Review Policy. In addition, ClairSol's systems provide a range of QA encounters, ending with a "Client Deficiency" (CD) queue wherein client staff can review, correct if necessary, and re-submit reports before they flow into the upload queue for your facility. From this "CD" queue, your staff can view all the notes (transcriptionist or QA comments) that have been added to the document as it flows through the entire process, in order to concentrate on any area of potential deficiency most easily. In the instance where a document has transcription errors, ClairSol will repair the document at no cost to the client.

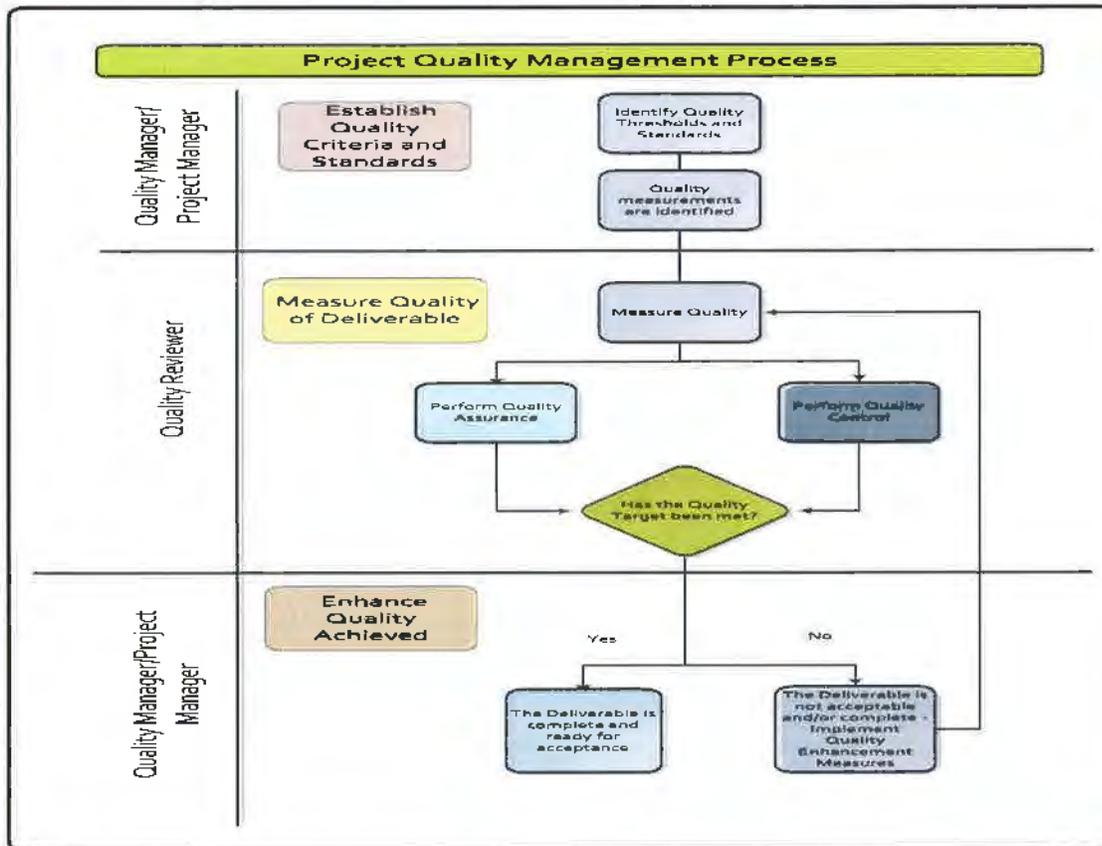
Our passion about transcription quality and meeting clients' timelines differentiate ClairSol from other companies. We practice our Quality Management System (ClairSol-QMS) to assure quality of deliverables and processes in every aspect of our service. Our in-depth approach and innovative skills developed over last several years is something that makes us unique in transcription and the health information management industry. We practice QMS in every process to provide services to the client like:

- TAT
- Quality of reports
- Quality Auditing Procedures
- Reporting Processes
- Stat and Portal support processes
- Customer Support Services and Processes
- Client Communication Processes
- Problem Resolution Processes and Techniques

ClairSol-QMS involves:

- Listing the quality targets to achieve
- Identifying the types of quality measurement techniques to be undertaken
- Measuring deliverable and process quality (via Quality Assurance and Quality Control)
- Taking action to enhance the level of deliverable and process quality
- Reporting the level of quality attained to project management

### **How it works**



**Report turnaround time of 24 hours:**

Clairsol can easily meet and exceed Nebraska DDS's 24 hours turnaround requirement. All jobs received will be transcribed and submitted to Nebraska DDS within 24 hours of receipt of the dictation.

**Voice recording saved for 2 weeks:**

Clairsol agrees to save the voice recording for 2 weeks as per Nebraska DDS's requirement.

**Transcription saved in house for 5 years:** Clairsol agrees to save the transcriptions for 5 years as per Nebraska DDS's requirement.

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

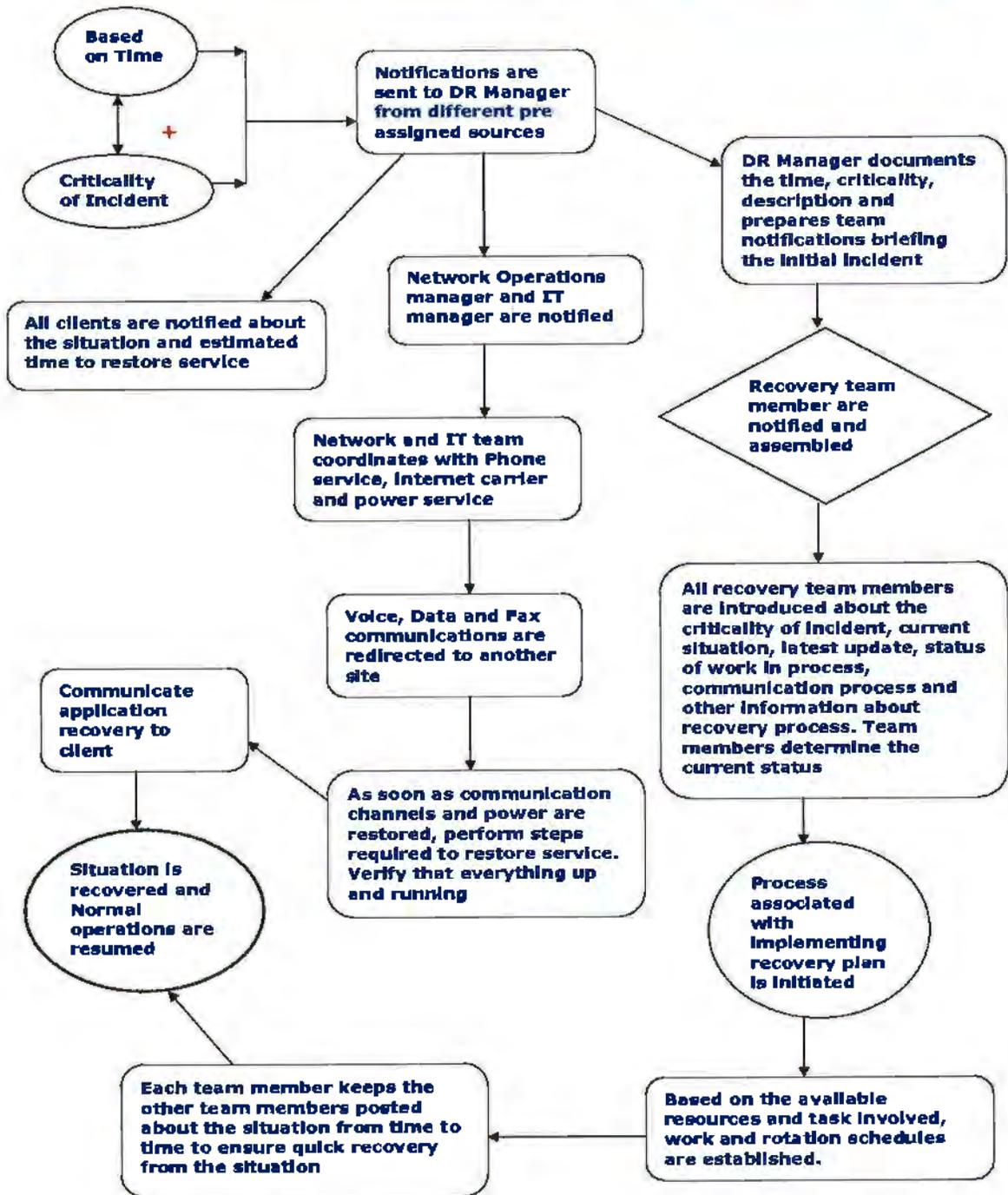
Clairsol agrees to provide a list of incomplete, inaudible or any other issues/problems/discrepancies to the DDS immediately.

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

Clairsol already has precautions in place for failure due to the server failure, telephone failure, digital dictation failure, return of report failure.



ClairSol has a disaster recovery plan in place to ensure business continuity in the events of any emergency or disaster including natural disaster. The Disaster Recovery Plan includes steps to establish and implement documented emergency response procedures in order to prepare for and respond to emergencies and disasters that may damage or otherwise disable ePll or ClairSol's various systems and / or Client access to same, by taking reasonable and appropriate steps to ensure that critical data (including applications, operating systems, database software, and other software supporting packages and tools) will survive a disaster or other emergency. Below is ClairSol's Disaster recovery plan:



**Custom User identification codes for each provider:** ClairSol agrees to provide custom user identification codes for each provider.



**Daily log sheet:** ClairSol agrees to provide daily log sheet to Nebraska DDS.

**Electronic upload to SSA server:** ClairSol can easily upload to SSA server and agrees to do so.

**Report template for each dictator:** ClairSol has substantial flexibility in designing templates and upload processes (we support a wide variety of interfaces or direct-print methods). Our main goal is to provide reports to the customers in their desired format. All formats and templates will be designed as per client's specifications.

ClairSol can easily provide electronic record of transcription in one of these formats: .doc, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, .tiff, .tif, and .zip, if required.

#### **D. IMPORTANT SECURITY CONSIDERATIONS**

##### **Proposed method of providing privacy safeguards, enforcement regarding HIPAA and destruction of sensitive records.**

ClairSol will be using secured facility with direct supervision for the transcription work. Secure communication within ClairSol and between ClairSol and ClairSol's client base is typically through a LAN-to-LAN VPN tunnel. ClairSol's managed data center hosts active and passive Cisco ASA 550-series firewalls that can build a secure tunnel between ClairSol and each client facility. Data in motion is thus protected via 168-bit 3DES security via the VPN tunnel and by Web Services that make use of 128-bit industry-standard certificates from top-shelf vendors, and data at rest is protected from breach by Cisco ASA firewalls, Microsoft Active Directory security policies and SQL server database security. Database backups within ClairSol's managed storage facility are 128-bit encrypted at the time of backup.

ClairSol complies with all HIPAA and HITECH Act security requirements, using a mixture of technology-based safeguards (such as strong encryption and tunneling for data in motion, strong encryption plus comprehensive role-based access control, intensive access logging, and data-loss-prevention strategies for data at rest) and operational-based policies backed up by regular training and compliance audits.

As an additional overview, users of ClairSol's dictation/transcription systems receive encrypted voice files via secure downloads, and files cannot be played in a separate player. Each job is purged from the user's system once a completion checksum is sent indicating that the voice file status has been updated at the server level. All jobs typed and edited are cached in an encrypted CDA (Clinical Document Architecture) format. PII is cached locally only during the particular time that a job is being processed. Once the job is completed, there is no trace of the job or of its associated PII remaining on the workstation. Each ClairSol-supported MT/MLS workstation is configured to block access to install printers or to install removable media, and writeable CD / DVD / USB drives are either disabled or removed.

ClairSol transcriptionists cannot e-mail outside of the ClairSol domain and cannot receive public e-mail. All ClairSol transcriptionists are secured behind a Cisco ASA VPN connection (either SSL or client based). ClairSol transcriptionists are limited to the websites they can visit, including no public access to personal web-based e-mail accounts.



**ClairSol's Business process to include facility security**

Here is the insight of our business process currently in place to ensure facility security.

**Facility Security:** Dual authorization based entry. Via digital ID card as well as biometric. Access to facility is possible only through a combination of digital ID card along with a biometric access mechanism. Any entry to or exit from the facility by employees are scanned for all digital devices including cell phone, flash drives or any other digital devices. Nothing is permitted inside the office. No cell phones or any type of digital or storage device are permitted for anyone in the facility. Facility has close circuit security cameras that are monitored for any suspicious activities.

**Access Levels:** All inside offices in facility, computer and other digital access systems are protected by levels of access. Users can only access system up to their level to which they are officially authorized. All the facility computers are protected not to support plugging of any outside storage or any other device. Copy and printing access are disabled in all workstations. No employee other than few authorized, have access to copy or print any data.

**Computer Usage:** computer terminal usage is monitored. Transcriptionists and other employees only have access to list of white listed web sites specially selected based on type of work they perform. Transcriptionist only have access to a few sites related to medical vocabulary, drug reference etc.

**Strong room:** There is a strong room in facility having a fire resistant locked cabinet to protect article/documents that are to be protected from fire or other hazard.

**Security and Fire Alarm:** Facility is protected by fire and enterprise class security system which is armed based on days and time. Security systems use wire line phone as well as backup wireless phone to dial in case of emergency. Security system is equipped with several motion and thermal sensors which not only send alert via text or email, but also capable to contact central station which is monitoring the facility enabling them to dispatch emergency response personnel whenever needed.

**Direct supervisor:** All transcription teams have supervisors who physically monitor their teams work. They directly supervise the team member working in their team for maintaining consistency with all the procedures and policies related to secured production environment.

**Monitoring:** All the processes related to facility security are monitored by dedicated team of personnel. Employees have to strictly adhere to facility security rules and regulation clearly mentioned in their handbook. Employees are trained at the time of their joining and there after periodically after system updates.

All transcription work for Nebraska DDS will be completed in secure facility and the work being completed will be supervised and monitored. Clearly as described above ClairSol has ability and is fully capable to meet this requirement.



ClairSol does not utilize the services of contractors to perform the work. Only ClairSol employees will have access to government information.

All new hires have to sign the HIPAA and confidentiality agreement when they come onboard with ClairSol. All employees are then required to sign the annual confidentiality agreement.

ClairSol complies with all HIPAA and HITECH Act security requirements, using a mixture of technology-based safeguards (such as strong encryption and tunneling for data in motion, strong encryption plus comprehensive role-based access control, intensive access logging, and data-loss-prevention strategies for data at rest) and operational-based policies backed up by regular training and compliance audits. ClairSol strives to protect the confidentiality, integrity, and availability of electronic protected health information (ePll) by taking reasonable and appropriate steps to address the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and associated HITECH Act Security Regulations. ClairSol's policies guide all Associates' efforts to comply with the requirements of the Security Regulations. ClairSol's HIPAA and ePll Security Policy includes:

- Designation of HIPAA Privacy and Security Officers
- ClairSol's web presence is PCI compliant and certified by TrustWave. Please see attached TrustWave Scan Report Attestation of Compliance.
- A Security Management Process Policy which addresses prevention, detection, containment, and corrective action plans for security violations through core elements such as Risk Assessment and Risk Management process.
- A Workforce Security Policy which defines reasonable and appropriate safeguards to prevent unauthorized access to ePll while enabling authorized workforce members' access to ePll as per the requirements of the HIPAA Minimum Necessary Rule. ClairSol authorizes the access to Pll in accordance with the Minimum Necessary classification assigned to each position classifications as noted in the job description.
- A Security Awareness and Training Policy, providing security training and awareness to all ClairSol Associates who have access to ePll and Pll.
- A Security Incident Procedures Policy which describes appropriate procedures to identify, report, track, and respond to security incidents promptly.
- A Disaster Recovery Plan which includes steps to establish and implement documented emergency response procedures in order to prepare for and respond to emergencies and disasters that may damage or otherwise disable ePll or ClairSol's various systems and / or Client access to same, by taking reasonable and appropriate steps to ensure that critical data (including applications, operating systems, database software, and other software supporting packages and tools) will survive a disaster or other emergency.
- Evaluation Procedures which outline steps to conduct, both centrally and at each covered component, periodic technical and non-technical evaluations of ClairSol's security safeguards, including policies, controls, and processes, in response to environmental or operational changes affecting the security of ePll, in order to demonstrate and document the extent of ClairSol's compliance with its security policies and all appropriate HIPAA, HITECH or other security regulations.
- Business Associate Agreements which are written agreements between ClairSol and its clients that specify the ability to create, receive, maintain, or transmit ePll and Pll and



provide assurances that appropriate safeguards are in place to protect ePIL and PII. These agreements may also address other requirements of the HIPAA Privacy and Security rules and HITECH Act.

ClairSol will be using secured facility with direct supervision for the transcription work. Secure communication within ClairSol and between ClairSol and ClairSol's client base is typically through a LAN-to-LAN VPN tunnel. ClairSol's managed data center hosts active and passive Cisco ASA 550-series firewalls that can build a secure tunnel between ClairSol and each client facility. Data in motion is thus protected via 168-bit 3DES security via the VPN tunnel and by Web Services that make use of 128-bit industry-standard certificates from top-shelf vendors, and data at rest is protected from breach by Cisco ASA firewalls, Microsoft Active Directory security policies and SQL server database security. Database backups within ClairSol's managed storage facility are 128-bit encrypted at the time of backup.

Users of ClairSol's dictation/transcription systems receive encrypted voice files via secure downloads, and files cannot be played in a separate player. Each job is purged from the user's system once a completion checksum is sent indicating that the voice file status has been updated at the server level. All jobs typed and edited are cached in an encrypted CDA (Clinical Document Architecture) format. PII is cached locally only during the particular time that a job is being processed. Once the job is completed, there is no trace of the job or of its associated PII remaining on the workstation. Each ClairSol-supported MT/MLS workstation is configured to block access to install printers or to install removable media, and writeable CD / DVD / USB drives are either disabled or removed. In regard to transcription outsourcing done by ClairSol staff, ClairSol transcriptionists cannot e-mail outside of the ClairSol domain and cannot receive public email. All ClairSol transcriptionists are secured behind a Cisco ASA VPN connection (either SSL or client based). ClairSol transcriptionists are limited to the websites they can visit, including no public access to personal web-based e-mail accounts.

Secure communication within ClairSol and between ClairSol and ClairSol's client base is typically through a LAN-to-LAN VPN tunnel. ClairSol's managed data center hosts active and passive Cisco ASA 550-series firewalls that can build a secure tunnel between ClairSol and each client facility. Data in motion is thus protected via 168-bit 3DES security via the VPN tunnel and by Web Services that make use of 128-bit industry-standard certificates from top-shelf vendors, and data at rest is protected from breach by Cisco ASA firewalls, Microsoft Active Directory security policies and SQL server database security. Database backups within ClairSol's managed storage facility are 128-bit encrypted at the time of backup.

The core Transriter System, including dictation servers are housed at the Expedient specialized data center. Expedient Manages ClairSol SAN and Data Backup Solutions

- SAS 70 Compliant
- Secured access with ID
- Redundant UPS, HVAC and Fire Suppression Systems
- 2 Generators Producing 1.2 Megawatts of Power
- 24/7/365 Staffed Network Operations Center
- Expedient Manages ClairSol Core Infrastructure

The information will be encrypted at rest, when transmitted and during data backups.



We use industry standard encryption/decryption, encapsulation and certification authority methods to protect the confidentiality of the dictation voice files and other patient data files.

ClairSol utilizes PGP Whole Disk Encryption software to achieve encryption on all hard drives, servers. PGP Whole Disk Encryption is a software application that provides whole disk encryption. The tool secures the entire hard drive and is available on a wide variety of platforms, including 32-bit and 64-bit versions of Windows. Version of the software that ClairSol has been utilizing is PGP **Whole Disk Encryption 9.9**. **PGP Whole Disk Encryption 9.9 is FIPS 120 (Federal Information Processing Standardization) compliant whole disk encryption software.**

#### **Application level security or Electronic Vault System**

The passwords are stored in security configurations on the server. Once the credentials are submitted, the password is verified against the passwords stored in security configuration file on the server. If the credentials are validated, user is granted access. Only IT and Administrators have access to the servers. Server passwords are also set to expire after every 30 days.

We use '**Enterprise Password Vault**' to manage passwords. Enterprise Password Vault protects, manage and update Privileged Passwords of all kinds, from routers and servers to databases. The software creates a central point for storing, accessing, and maintaining administrative passwords. It also keeps track of change and access log of password from vault. **This software uses Federal Information Processing Standard 140-2(FIPS 140-2)** , a standard that describes US Federal government requirements that IT products should meet for Sensitive, but Unclassified (SBU) use. It provides 256-bit AES encryption.

Our web-based report delivery system is based on https (Hypertext Transfer Protocol over Secure Socket Layer SSL). It provides 256-bit industry standard encryption to data transfer over internet. Every connection made to ClairSol Web Server by client over the Internet is secure HTTP connection. It provides additional encryption/authentication layer between the client and ClairSol Database. This security-sensitive web based interface provides safe environment for client Logons and transfer of Information.

ClairSol does have access to internet browser that supports 128 bit encryption. Secure communication within ClairSol and between ClairSol and ClairSol's client base is typically through a LAN-to-LAN VPN tunnel. ClairSol's managed data center hosts active and passive Cisco ASA 550-series firewalls that can build a secure tunnel between ClairSol and each client facility. Data in motion is thus protected via 168-bit 3DES security via the VPN tunnel and by Web Services that make use of 128-bit industry-standard certificates from top-shelf vendors, and data at rest is protected from breach by Cisco ASA firewalls, Microsoft Active Directory security policies and SQL server database security. Database backups within ClairSol's managed storage facility are 128-bit encrypted at the time of backup.

The backup media is secured as well as encrypted. The backup media is encrypted and secured using latest complete disk encryption and protection software which supports FIPS 140-2 standards. The access to Backup media storage area is completely authentication based. Unauthorized access is not permitted.



Clairsol comply with HIPPA rules and regulations. Clairsol gets the list of approved doctors to access the dictation system from the department head and each of these Doctors are provided with unique user IDs and the passwords to dictate the reports. The users cannot access the dictation system unless they are approved by the head of the department.

All Clairsol staff members are required to review and sign an annual confidentiality agreement which outlines the permitted uses, disclosures, and safeguards for PII. Clairsol maintains rigorous confidentiality standards with all employees.

Every piece of information is protected from unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure from dictation to transcription to storage process. Also, our network supports PKI (Public Key infrastructure), using Simple certificate enrollment protocol, generate a key pair and declare the trust point. Get the certificate from Verisign certificate authority; send an enrollment request to a certificate authority on behalf of the SSL server.

We use industry standard encryption/decryption, encapsulation and certification authority methods to protect the confidentiality of the dictation voice files and other patient data files. Security While Data Transfer: Digital Encryption standard/Triple Digital Encryption standard (DES/3DES) are used in our VPNs.

#### **Group Authorization**

Clairsol's workforce Security Policy defines and utilizes reasonable and appropriate safeguards to prevent unauthorized access to ePll while enabling authorized workforce members' access to ePll as per the requirements of the HIPAA Minimum Necessary Rule. Clairsol authorizes the access to PII in accordance with the Minimum Necessary classification assigned to each position classifications as noted in the job description.

#### **Group access to computers containing patient information**

Whoever logs on to the server containing patient information is first authenticated by the logon and password by Tacacs server. Once authenticated, the users are allowed the permissions by authorization and then the entire activity is accounted and logged in into the server. The complete list of the users and passwords and their authorization levels are secured and authorized by the company.

#### **Group Authentication:**

Two levels of authentication and authorization are enabled for the transcriptionists. One login is at the firewall and another login at the server at Pittsburgh, PA office. User logins and passwords to server are encrypted.

We use industry standard encryption/decryption, encapsulation and certification authority methods to protect the confidentiality of the dictation voice files and other patient data files.

Clairsol maintains rigorous security and confidentiality standards with all employees:

- It conforms to HIPAA and HITECH regulations.
- It addresses what is to happen in the event of security breach and termination of employment.

Computer crime can be defined as non hardware affecting software disruptions coming from external or internal network access. Computer crimes can range from bandwidth related latency issue to data being completely destroyed.



Our enterprise firewall array is managed, configured and protected by our team of certified technicians. This team of certified technicians performs network intrusion consultations, protection and testing, log monitoring, analysis, and assessing network security processes and sub systems and taking appropriate actions. ClairSol also monitors our incoming and outgoing traffic for malware and intrusion trending as well as our firewall and core network log activity for suspicious traffic. ClairSol also reviews server logs and events for security breach attempts and unusual / suspicious traffic.

Some of the preventive measures ClairSol has in place to protect from such security breaches are:

- 24 hour network operations center bandwidth consistency monitoring
- 24 hour network operations malware monitoring
- 24 hour intrusion detection investigations
- Redundant Cisco ASA firewalls
- VeriSign security certificates
- MS Windows Active Directory with Radius
- All VPN utilizes triple sec encryption and Radius authentication
- All LAN to LAN VPN utilizes triple sec encryption with pre-shared keys
- All PII behind VPN or secure .net web service
- eTrust / ForeFront malware security suites
- User security policies limiting end user access
- No PII stored on the local machine
- CSS follows strict maintenance plan
- Data backups are stored in vaulted location

The most recent tests were completed in (quarter) and zero vulnerability was found.

ClairSol protects our employees access with mandatory VPN connectivity platform access, local security policies, domain policies, hardware lockdown (no printing or USB port access excluding foot pedal), and end users are not able to access internet unless connected through our network, proxy and firewall. In addition, ClairSol requires the transcriptionist to adhere to strict network and equipment usage policies that if not followed include disciplinary actions.

Secure communication within ClairSol and between ClairSol and ClairSol's client base is typically through a LAN-to-LAN VPN tunnel. ClairSol's managed data center hosts active and passive Cisco ASA 550-series firewalls that can build a secure tunnel between ClairSol and each client facility. Data in motion is thus protected via 168-bit 3DES security via the VPN tunnel and by Web Services that make use of 128-bit industry-standard certificates from top-shelf vendors.

The data at rest is protected from breach by Cisco ASA firewalls, Microsoft Active Directory security policies and SQL server database security. Database backups within ClairSol's managed storage facility are 128-bit encrypted at the time of backup.

ClairSol maintains a comprehensive audit trail and history for all activities. The audit trail is able to track the digital file uploaded for transcription from the time it is uploaded until the transcription is completed and



retrieved by the client.

ClairSol's security log management policy is to keep audit logs of past 6 years. Audit logs beyond two year are archived and are available for forensics and analysis if required. The audit logs of recent two years are immediately available for analysis. Security log management system also has procedures and protocols protecting the confidentiality, integrity and availability of logs. Logs are kept in a secure area with adequate physical protection and monitored access and are only available to our Information Security.

## 2. FACILITY SECURITY

ClairSol ensures that all work will be performed in a secure facility to ensure the confidentiality of all reports. The facility is located in the United States. ClairSol does not utilize the offshore transcription. All work pertaining to this contract to be performed in the ClairSol's facility under the direct supervision at all times. ClairSol does not use the services of the sub contractors. Please see our response above- under Proposed method of providing privacy safeguards to know more about our security practices.

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

16 Wernik Place, Suite C. Metuchen, NJ 08840

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

Please see our response above- under Proposed method of providing privacy safeguards to know more about our security practices.

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

Please see our response above- under Proposed method of providing privacy safeguards to know more about our security practices.

## E. LOSS REPORTING-PII

The Contractor is responsible for safeguarding PII and immediately reporting any loss to the appropriate DDS official.

ClairSol will ensure that all its employees report lost or possibly lost PII immediately. ClairSol will gather 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) etc. to report the loss of PII.

## F. 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.

ClairSol agrees that during the term of this contract and thereafter, ClairSol will respect the confidentiality of confidential data, information, and other such matters disclosed and entrusted to him/her in the contract, or upon termination thereof. ClairSol will 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.

**G. 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.

Clairsol understands and agrees to comply.

## **CORPORATE OVERVIEW**

### **A. Bidder Identification and Information**

Full company or corporate name: Clairsol, Inc.

Address of the company's headquarters: 16 Wernik Place, Suite C. Metuchen, NJ 08840

Entity organization: Corporation

State in which the bidder is incorporated: New Jersey

Year in which the bidder first organized to do business: 2001

Whether the name and form of organization has changed since first organized: NO

### **Experience**

Clairsol is a Health Information Management solutions provider, serving clients across the United States since 2001. Clairsol has established an over-17-year track record of success based on our ability to stay agile and proactive, always keeping pace with and staying a step ahead of our rapidly changing industry. Clairsol has evolved with the changing technologies to provide alternatives and recommendations to our clients, enabling them to become more efficient and cost-effective.

Since 2001 Clairsol has strategically expanded their HIM Service offering to become a full service HIM company enabling Clairsol to become true partners by owning a shared dedication to hospital established performance standards to ultimately deliver high quality HIM services to our shared clinical customers.

Clairsol has also been providing HIM-centric consulting services for decades. We have helped a broad range of HIM clients determine best practices within each of several areas of emphasis: pure dictation, pure transcription, integrated dictation and transcription systems and services, personnel management, compensation and cost analysis, medical transcriptionist productivity, workflow analysis and design, assembly and analysis, and best-practice benchmarking. Clairsol is prepared to work with your organization in performing a thorough, objective analysis of all aspects of your current transcription requirements, and is prepared to work cooperatively with you in order to determine the range of solutions that may best position you for innovative yet functional leadership in this arena.

### **Our commitment**

Whether it be our HIM Directors, MLSs, Quality Assurance Editors, IT and Help Desk, Client Support Services, our COO, or other department personnel, our experienced team is ready to provide you with a consultative approach to customer service and provide you with creative and innovative solutions that meet the dynamics of today's changing healthcare industry. Clairsol is committed to achieving the highest standards of excellence for the clients we serve, and our references will affirm our statements. We stand behind our quality and turnaround times and will guarantee these in writing and provide for performance credits if we fail to deliver. At Clairsol we believe one size does not fit all, and based on the unique scope of your requirements we work with you to establish turnaround times and quality standards specific to your needs. Beyond that, the area we are most proud of is Clairsol's commitment to customer service and building partnerships that last. Clairsol's approach to business since 2001 has been to partner with our clients. As Clairsol has grown into a much larger organization we have kept our boutique model philosophy which allows us to build a much closer relationship with our Clients than our competitors. Our account managers know your account and specific requirements inside-and-out. You have one go-to person, not a new person every day, to maintain the continuity of your operation. That

translates to a better understanding of your unique needs and allows us to deliver a higher level of service than other health information management solutions providers. Our professional Medical Language Specialists team, averaging 12 years of experience, are available seven days per week, 24 hours a day and 365 days per year along with our help desk.

#### **B. Financial Statements**

Clairsol is a financially sound privately-owned Corporation and is in business since 2001. Please refer to our recently audited Financial Statements (Enclosed at the end of our proposal).

#### **C. Change of Ownership**

Clairsol does not anticipate any change in its ownership during the twelve (12) months following the proposal due date.

#### **D. Office Location**

Clairsol's Office location is: 16 Wernik Place, Suite C. Metuchen, NJ 08840

#### **E. Relationships With the State**

Neither Clairsol nor anyone named in this proposal has any dealings or relationship with the State of Nebraska.

#### **F. Bidder's Employee Relations To State**

No party named in this proposal is or has been an employee of the State of Nebraska within the past 12 months.

#### **G. Contract Performance**

Clairsol has not had a contract terminated for default during the past five (5) years.

### **H. Summary Of Bidder's Corporate Experience**

#### **1. State of West Virginia Division of Rehabilitation Services, Disability Determination Services (DDS)**

Time period of the project: Since 2015 and Ongoing

Clairsol's responsibilities: Clairsol's responsibilities include- Providing toll free digital dictation service with unlimited ports, available 24x7x365 with 99.999% uptime. Reports transcribed by qualified and experience transcriptionists with 98% and above quality. Reports completed and returned to DD5 within 24 hours of dictation. Reports are provided on our online state of art HIPAA compliant 256 bit encrypted portal with secured access to authorized users only.

When West Virginia Purchasing Division solicited a bid on behalf of State of West Virginia Division of Rehabilitation Services, Disability Determination Services (DD5), Clairsol, Inc was selected as a vendor. As soon as contract was in place Clairsol, Inc project manager met WV DDS representatives for a face to face kick off meeting. Information such as CE (Consultative Examination) providers list, current copies of the templates, dictators preference, setting up

long distance telephone dial in dictation service for all CE provider and secured electronic internet based transmission of reports was discussed in the meeting. Within a just a week time Clairsol has created the setup for more than 300 + CE providers servicing for WV. Clairsol has created a package for all the users which has information on their setup as well as training package for all the users. The plan was to provide the package to each user and contact them, make them comfortable about the transition, train them, walk them over to the process and do follow up training if needed. The entire process was planned to make sure that services for CE providers is seamless and without any interruptions. Clairsol implementation specialist took care of all the major and minor items of the project in such a way that impact of service transition is minimal for DDS users and providers and providers can enjoy seamless transition to new services. For Example: We made sure that our digital dictation system menu for WV DDS provider is exactly the same they are currently using so that there is absolutely no change for them and they can transition to new services without any issues. Not only that we created dictation profile of all DDS users exactly to match their existing users ID# in their current system. So there is absolutely no change in the dictation process for the DDS providers.

When we contacted the users we found that many of the users also use the alternate way of recording and receiving dictations. CE users want to follow the same alternate way of dictation and transcription transmission. Unfortunately WV DDS representatives do not have all the details to fill us up on this additional requirement of WV DDS dictators. Clairsol project manager immediately asses this situation and made a plan and discussed it with WV DDS representatives. Upon DDS approval Clairsol implemented same alternate methodology of dictation capture that DDS dictators were using with their previous vendor. All the DDS user were very satisfied with Clairsol services and solutions. Not only that DDS representatives were very satisfied with Clairsol's response to the situation, promptness and effectiveness of Clairsol solution and our capability to successfully manage the project.

Currently Clairsol has been providing dictation and transcription services to 300 plus CE users of WV DDS from last 3 years typing for them on an average of about 3,613,857 lines of transcription per year. Please contact WV DDS administrative services manager Jim Taylor to know more about how we helped them successfully meet the goals as contractor and trusted partners.

**Customer Name:** West Virginia Disability Determination Services

**Address:** The Charleston Federal Center, 500 Quarrier Street, Suite 500, Charleston, WV 25301

**Contact Person:** Jim Taylor, Administrative services Manager

**Ph:** 304 353-4262

**Email:** [Jim.Taylor@ssa.gov](mailto:Jim.Taylor@ssa.gov)

## **2. SCVR-Disability Determination Services**

**Time period of the project:** Since 2017 and Ongoing

**Clairsol's responsibilities:** Clairsol's responsibilities include- Providing toll free digital dictation service with unlimited ports, available 24x7x365 with 99.999% uptime. Reports transcribed by qualified and experience transcriptionists with 98% and above quality. Reports completed and returned to DDS within 24 hours of dictation. Reports are provided on our online state of art HIPAA compliant 256 bit encrypted portal with secured access to authorized users only.

**Customer Name:** SCVR-Disability Determination Services

**Contact Person:** Dr. Kenneth Norris, Deputy Director DDS

**Address:** 1244 Boston Avenue. West Columbia, SC 29170

**Ph:** 803-896-6400

**Email:** [Kenneth.Norris@ssa.gov](mailto:Kenneth.Norris@ssa.gov)

### 3. NYC Health and Hospitals corporation Kings County Hospital Center

**Time period of the project:** Since 2009 and Ongoing

**Clairsol's responsibilities:** Clairsol's responsibilities include- Providing toll free digital dictation service with unlimited ports, available 24x7x365 with 99.999% uptime. Reports transcribed by qualified and experience transcriptionists with 98% and above quality. Reports completed and returned to KCHC within 24 hours of dictation. Reports are provided on our online state of art HIPAA compliant 256 bit encrypted portal with secured access to authorized users only.

Kings County Hospital Center is a 643 bed large teaching and trauma hospital, part of NYC Health and Hospitals Corporation which is largest public health care system in the nation servicing to more than one million New Yorkers every year.

Clairsol has been selected as vendor to provide transcription services to Kings County Hospital Center. Clairsol has been successfully providing transcription services to KCHC from last 7 years since November 2010. Clairsol has provided KCHC with our long distance digital dictation system to record dictations and web based transcription delivery system to deliver transcribed reports.

Clairsol has been providing services to total of about 845 providers of KCHC dictating about 6,229,891 lines of transcription every year from last 7 years.

KCHC is teaching and trauma facility with lots of resident doctors. Their medical records department has challenge to make sure that resident doctors are not delinquent and complete their dictations in timely manner. If they don't then medical records has to send their delinquency report to medical director. It is very important for medical records to keep a close eye on pendency and delinquency of the dictations. This requirement was not specifically mentioned in our transcription services contract with KCHC. When Clairsol project manager got to know about this client problem we immediately made a plan and created a special report that can be generated on demand from the system anytime of the day. This has solved client's

problem and help them to keep tab on residents delinquencies. Clairsol has been very valuable partner to KCHC providing them great customer services from last 7 years and help them achieve their objectives.

Apart from utilizing Clairsol long distance digital dictation system to record dictations and accessing reports over web based transcription delivery system Clairsol also provides bi-directional interfaces to KCHC to directly input transcribed reports to KCHC hospital information system. This is in addition to the dictation transcription system services provided to KCHC by Clairsol under this contract.

**Customer Name:** Kings County Hospital Center  
**Contact Person:** MS. June Greene, HIM Manager  
**Address:** 451 Clarkson Ave. Brooklyn, NY 11203  
**Ph:** 718-245-4213  
**Email:** [june.green@nychhc.org](mailto:june.green@nychhc.org)

Above three references are examples of our comparable contracts to services required by Nebraska DDS. Not only they are comparable but they are even broader in their scope of services covered. Apart from demonstrating our capabilities they also show that:

- 1: We are flexible and only interested in solving client's problem.
- 2: We are capable in solving clients' problems, even the unforeseen ones, because of our advanced capabilities mentioned above.
- 3: We'll solve client's problem even if it means extra cost for us. As an example we customize our web based transcription delivery dictation system for clinicians from NJ Psychiatric Hospitals without extra cost to client.
- 4: We'll solve client's problem even if it means extra work for our people. Example: We implemented service for WV DDS and additionally helped the users by setting them up for additional dictation and transcription means which was not discussed in the original scope of work because it helped make the client's job easier.

#### I. **Summary Of Bidder's Proposed Personnel/Management Approach and staffing:**

Clairsol has thoroughly reviewed the Scope of work for this RFP and confirms that there is no requirement in this RFP that cannot be met by Clairsol.

**A brief plan or approach** on how Clairsol will receive dictations and deliver reports to Nebraska DDS includes:

#### **Dictation:**

- Clairsol will provide toll free 800 number and dictation instructions to Nebraska DDS physicians.
- Nebraska DDS physicians will dial into Clairsol's state of art digital dictation system using touch tone phone and will record their dictations.

### Transcription:

- Clairsol's Transcriptionists averaging 12 years of experience will transcribe those dictations.

### Report Delivery:

- Once transcribed, the reports will be transmitted to Clairsol's secured portal and the authorized user at Nebraska DDS will login to the portal to review, download or print reports for signature.
- Please note that the reports can also be made available to Nebraska DDS via secured Fax, Secured encrypted email, direct upload on any of the Nebraska DDS systems or direct print at one of the printers in Nebraska DDS medical records department, if Nebraska DDS desires so.

### Staffing:

As per the RFP, the volume of work will be 75,000 lines per month which equals 900,000 lines per year (approx).

This is equivalent to  $900,000 / (12 * 22) = 3409$  lines of dictation per day (approx).

For management purpose its assumed that one transcriptionist transcribes around 1600 lines of dictation per day (Actually a good transcriptionist produces more lines than that but to account for sick days, leaves, vacations, day off etc, scheduling is done on assumption that a transcriptionist produces about 1600 lines per day)

Clairsol will assign following staff for this contract:

**2** Account Supervisor (1 Primary + 1 backup)

**3** Quality Assurance Specialists (2 FT + 1 backup)

**5** Transcriptionists (3 FT + 2 backup)

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

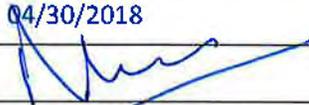
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ 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:	Clairsol, Inc.
COMPLETE ADDRESS:	P.O. Box 97948, Brentwood, PA 15227
TELEPHONE NUMBER:	732-321-1155
FAX NUMBER:	732-424-6963
DATE:	04/30/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Rahul Vajpayee, COO

**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:	Clairsol, Inc.
Bidder Address:	P.O. Box 97948, Brentwood, PA 15227
Contact Person & Title:	Rahul Vajpayee, COO
E-mail Address:	webmaster@clairsol.com
Telephone Number (Office):	732-321-1155
Telephone Number (Cellular):	
Fax Number:	732-424-6963

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:	Clairsol, Inc.
Bidder Address:	P.O. Box 97948, Brentwood, PA 15227
Contact Person & Title:	Rahul Vajpayee, COO
E-mail Address:	webmaster@clairsol.com
Telephone Number (Office):	732-321-1155
Telephone Number (Cellular):	
Fax Number:	732-424-6963

**II. 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:
R.V.			

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:
R.V			

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:
R.V			

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:
R.V			

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:
R.V			

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:
R.V			

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:
R.V'			

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:
RV			

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:
RV			

**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:
R.V			

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:
R.V			

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:
R.V			

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:
R-V			

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:
R-V			

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:
R.V			

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:
R.V			

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.

**III. CONTRACTOR DUTIES**

**A. CONTRACTOR OBLIGATIONS**

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

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:
R.V.			

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:
R-V			

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:
R-V			

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:
R.V.			

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:
R.V.			

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.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
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
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
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
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$1,000,000 per occurrence
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"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:
R.V.			

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:
R.V.			

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:
R.V.			

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:
R.V.			

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:
R.V.			

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.

**IV. 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:
R.V.			

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:
R.V.			

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:
R.V.			

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:
R.V.			

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:
R.V.			

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.

## 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"

*Acknowledged!*  
*Rahul Vajpayee, COO*  
*CLAIRSON, INC*  
*04/30/2018*

**CLAIRSOL INC**

**INDEPENDENT AUDITORS' REPORT**

**December 31, 2016**

# **CLAIRSOL INC**

## **CONTENTS**

Independent Auditors' Report	1
Statement of Net Assets	2-3
Statement of Revenues and Expenses	4
Statement of Cash Flows	5
Notes to Accounts	6-7

**Sid Kumar & Associates LLC.**

Certified Public Accountants/Consultants

1 Thrush Drive • East Brunswick, NJ 08816  
(973) 775-3443 • FAX (973) 215-2637

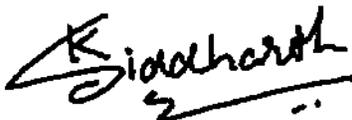
**Independent Auditors' Report**

To the Board of Directors and Shareholders of  
CLAIRSOL INC.  
16 WERNIK PL. SUITE C  
METUCHEN, NJ 08840

We have audited the accompanying balance sheets of CLAIRSOL INC as of December 31, 2016, and the related statements of income and expenses and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

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



Siddharth Kumar  
June 15, 2017

**CLAIRSOL INC.**  
**Balance Sheet**  
**As of Dec. 31, 2016**

	<b>Amount \$</b>
<b>ASSETS</b>	
<b>CURRENT ASSETS</b>	
CASH ON HAND & IN BANKS	941,425
ACCOUNTS RECEIVABLE	559,085
<b>TOTAL CURRENT ASSETS</b>	<u>1,500,510</u>
<b>OTHER CURRENT ASSETS</b>	
TRAVEL ADVANCE TO EMPLOYEES	1,000
OTHER ADVANCES FOR EXPENSES	1,000
DUE FROM OFFICER	500
<b>TOTAL OTHER CURRENT ASSETS</b>	<u>2,500</u>
<b>FIXED ASSETS, AT COST</b>	
COMPUTER AND OFFICE EQUIPMENT	32,197
LESS: ACCUMULATED DEPRECIATION	<u>-32,197</u>
<b>TOTAL FIXED ASSETS, AT COST</b>	0
<b>TOTAL ASSETS</b>	<u><u>1,503,010</u></u>

**CLAIRSOL INC.**  
**Balance Sheet**  
**As of Dec. 31, 2016**

	<b>Amount \$</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>	
<b>CURRENT LIABILITIES</b>	
ACCOUNTS PAYABLE	876,963
TAXES PAYABLE	1,416
EXPENSES REIMBURSABLE TO EMPLOYEE	4,556
ACCOUNTING FEE PAYABLE	3,000
CREDIT CARD PAYABLE	52,051
<b>TOTAL CURRENT LIABILITY</b>	<u>937,986</u>
<b>LONG-TERM LIABILITIES</b>	
LONG TERM LOAN	2,500
<b>TOTAL LIABILITY</b>	<u>940,486</u>
<b>STOCKHOLDERS' EQUITY</b>	
CAPITAL ACCOUNT	10,000
RETAINED EARNINGS	476,614
YEAR TO DATE NET INCOME(LOSS)	75,910
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<u>562,524</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,503,010</u></u>

**CLAIRSOL INC.**  
**Income & Expense Statement**  
**For The Year Ended Dec. 31, 2016**

	<b>Amount \$</b>
<b>NET REVENUE</b>	<u>1,195,075</u>
<b>COST OF GOODS SOLD</b>	723,000
<b>TOTAL COST OF GOODS SOLD</b>	<u>723,000</u>
<b>GROSS PROFIT</b>	<u>472,075</u>
<b>EXPENSES</b>	
LEGAL & PROFESSIONAL EXPENSES	31,721
INSURANCE	1,100
OFFICE AND ADMIN EXP	236,881
EMPLOYEE BENEFIT PROGRAM	11,395
RENT	27,382
SALARIES	19,200
TRAVEL & ENTERTAINMENT	54,091
TAXES AND LICENSES	14,395
DEPRECIATION	<u>0</u>
<b>EARNINGS FROM CONTINUING OPERATIONS BEFORE INCOME TAXES</b>	75,910
FEDERAL INCOME TAXES	<u>0</u>
<b>EARNINGS FROM CONTINUING OPERATIONS BEFORE INCOME TAXES</b>	<u><u>75,910</u></u>

**CLAIRSOL INC.**  
**Cash Flow Statement**  
**For the Year Ended Dec. 31, 2016**

	<b>Amount \$</b>	<b>Amount \$</b>
CASH FLOW FROM OPERATING ACTIVITIES		
NET EARNINGS		75,910
ADJUSTMENTS TO RECONCILE NET INCOME TO CASH		
DEPRECIATION	0	
CHANGE IN OPERATING ASSETS & LIABILITES		
ACCOUNT RECEIVABLE	1,317,936	
ACCOUNT PAYABLE	(775,664)	
TAXES PAYABLE	(63)	
CREDIT CARD PAYABLE	1,393	
EXPENSES REIMURSIBLE TO EMPLOYEES	1,808	
NET CASH PROVIDED BY OPERATING ACTIVITES		<u>545,410</u>
INCREASE (DECREASE) IN CASH & EQUIVALENTS		621,320
CASH & EQUIVALENTS, BEGINNING OF THE YEAR		320,105
CASH & EQUIVALENTS, END OF THE YEAR		<u><u>941,425</u></u>

**CLAIRSOL INC.**  
**Notes to Accounts**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

**Cash and Cash Equivalents**

All highly liquid investments with a maturity of three months or less when purchased are considered to be "cash equivalents."

**Property and Equipment**

The cost of property and equipment is allocated to income and expense using the modified accelerated cost recovery system (MACRS) prescribed by the Internal Revenue Code. The recovery periods provided under MACRS are generally less than the estimated useful lives of the respective assets. Generally accepted accounting principles require that the cost of property be allocated to income and expense over the estimated useful lives of the respective assets.

**Subsequent Event**

No material events have occurred after the balance sheet date that would make it necessary to change the information given in the in this report.

**NOTE 2 - ESTIMATES AND ASSUMPTIONS**

Preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

### NOTE 3 – SCHEDULES TO THE PROFIT AND LOSS STATEMENT

#### SCHEDULE 1: INCOME

INCOME	2,195,074.00
OTHER INCOME - INTEREST EARNED	1.00
	<u>2,195,075.00</u>

#### SCHEDULE 2: OFFICE & ADMINSTRATIVE EXPENSES

ACCOUNTING EXPENSES	3,000.00
BUSINESS DEVELOPMENT	99,546.00
OFFICE SUPPLIES	1,594.00
FINANCE EXPENSES	5,032.00
REPAIRS - OTHER	361.00
TELEPHONE & FAX	12,096.00
UTILITIES	12,629.00
BANK SERVICE CHARGES	2,623.00
	<u>136,881.00</u>