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Procurement Folder: 61039

Procurement Type: Central Master Agreement

Vendor ID: VS0000004607

Legal Name: Clairsol Inc.

Alias/DBA: Clairsol Inc.

Total Bid: \$0.06

Response Date: 04/02/2015

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TRANSCRIPTION SERVICES FOR

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State Of West Virginia
Solicitation Response

Proc Folder : 61039

Solicitation Description : ADDENDUM NO. 2. -TRANSCRIPTION SERVICES FOR THE WVDRS

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-02 13:30:00	SR 0932 ESR04021500000002972	1

VENDOR

VS0000004607

Clairsol Inc.

Clairsol Inc.

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton
(304) 558-7023
evelyn.p.melton@wv.gov

Signature X	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$0.06	

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description :	ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE. ADDENDUM NO. 2 IS ISSUED:
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Response to CRFQ_DRS1500000005

Request for Quotation
For Tele-Transcription Services
For Consultative Examination Sources

For

West Virginia Purchasing Division
Division of Rehabilitation Services

Disability Determination Section



Submitted To:

Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-3130

Submitted By:

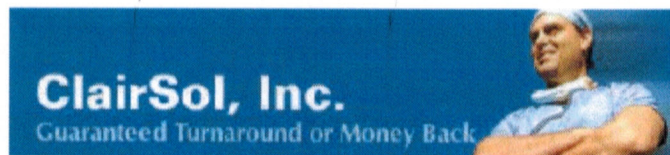
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Date Presented:

April 02, 2015

Original

Shaleen Vajpayee
President



April 02, 2015

Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-3130

HIM SERVICES

Medical Transcription with
money back guarantee
+ Full or Partial

Radiology Transcription

Dictation System with
Turnaround Guarantee

Transcription Workflow
Creation

RE: Response to CRFQ_DRS1500000005 for Tele-Transcription Services for
Consultative Examination Sources

Dear Ms. Melton:

Thank you for providing ClairSol the opportunity to participate in West Virginia Purchasing Division DDS's for Quotation for Transcription Services for Consultative Examination Sources RFQ. By way of this correspondence, please find ClairSol's RFQ 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 10 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 RFQ. There are no requirements within this RFQ 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 the West Virginia Purchasing Division DDS in the near future. As a full service HIM company, ClairSol brings Value Added Services as your partner.

16 Wernik Place, Suite C
Metuchen, NJ 08840

Phone: 732-321-1155
Fax: 877-815-6528

Clairsol Value	West Virginia Purchasing Division DDS 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.
Additional HIM Services + Compliance Auditing & Education + Scanning Services + HIM Clerical Support	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.
Scalability	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 RFQ. 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, Shaleen Vajpayee, President, directly at 732.321.1155, or at webmaster@clairsol.com. My fax number is 877-815-6528. 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,



Shaleen Vajpayee

President

Clairsol, Inc.

732-321-1155

Fax: 877-815-6528

webmaster@clairsol.com

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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 15 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 Division of Rehabilitation services, DDS a seamless transition to utilizing the Transriter platform. Clairsol's training program will consist of an on-site end-user training program that will be scheduled based on giving Division of Rehabilitation services, DDS's needs and end-user availability. Clairsol will allow for an initial week of on-site training, and if all training needs are not met, Clairsol will work with you to schedule further training. Clairsol will also train a giving Division of Rehabilitation services, DDS's trainer who can assist with further training needs at your convenience.

Clairsol's dictation system can be accessed via a toll-free number, or via Smartphone using Clairsol's mobile IDictaFlow application. 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. 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. Clairsol also provides physician access to typed reports via IDictaFlow. Providers can login to Clairsol's mobile platform using iPhones to access patient schedules, review and edit typed reports and perform eSignatures, if required.

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 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 Division of Rehabilitation services, 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 welcomes the opportunity to enter into a relationship with Division of Rehabilitation services, DDS and bring the quality solutions and cost effective programs that you seek.

Response to Specifications for CRFQ_DRS1500000005-Tele Transcription Services

3 QUALIFICATION: Vendor, or vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualification.

3.1 Vendor must have a minimum five years experience providing transcription services of the same or similar nature.

Clairsol has been providing full-service, multi-departmental (HIM plus ancillary departments) medical transcription outsourcing services to clients who have ranged from total major hospital systems to small community clinics for more than 15 years. Clairsol will have no issues with your volume or required turnaround times, and we are fully prepared to handle the work and volume as listed in the RFQ.

A well-capitalized company, Clairsol anticipates continued growth in a commoditized market. Clairsol has grown organically. The Company's continuous success comes from the experience of the leadership team, the depth of knowledge about our clients and the vision to evolve technology to meet the ever-changing regulatory requirements in healthcare documentation.

Experience level of staff: Clairsol's Transcription staff has an average of over 12 years of experience.

We are uniquely positioned to meet "Division of Rehabilitation Services, DDS's Tele-Transcription Services" requirements due to our relevant experience, proven history of success and our services in the HIM area extending beyond transcription.

3.2 All transcriptionists must have a minimum two years' experience transcribing medical related reports.

Clairsol hires only those Medical Language Specialists who have at least three years of transcription experience.

We are confident in our ability to provide complete and accurate service in all areas of the work groups listed in RFQ. With the average years of experience of our Medical Language Specialists being 12, you will see that Clairsol focuses on employing and retaining only

seasoned Medical Language and Quality Assurance Specialists-- all with diversified medical specialty backgrounds.

Clairsol has an ongoing recruiting program and we are always seeking talented individuals. Following a pre-screening evaluation, a full interview with testing related to the professional area of expertise is conducted.

Clairsol employees who provide transcription services are required to take and successfully pass written and oral competency exams. All applicants must successfully pass a urine drug screen prior to beginning employment. A county and federal criminal background investigation is also conducted as well as verifications of previous employment, certifications and education. Any certifications related to a field of expertise are kept on file in Human Resources.

4 MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract services must meet or exceed the mandatory requirement listed below.

4.1.1 Typed Consultative Examination (CE) reports to be utilized in evaluating the severity of claims, to be paid at a per line rate, and meet the following requirements:

4.1.1.1 A line is defined as follows: the Microsoft Word total character count with spaces per documents divided by 75 Will equal the billable lines for the documents should the resulting billable lines not be an even number, that number will rounded up. For example, a document with 5,882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document.

Clairsol understands and will comply.

4.1.1.2 Vendor shall, at a minimum provide invoices bi-monthly.

Clairsol understands and will provide invoices bi-monthly.

4.1.1.3 All transcription is to be performed in a safe secured site that ensures the confidentiality of all reports and can be monitored and/or audited by the vendor and/or the Disability Determination Section (DIVISION OF REHABILITATION SERVICES, DDS). All work pertaining to this contract must be performed in the vendor's facility under the direct supervision of the designated vendor at all times. Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data, without prior written consent of the State Agency (DIVISION OF REHABILITATION SERVICES, DDS). The vendor must have a plan in place to safeguard confidentiality. No

information obtained in connection with this contract will be transmitted electrically or by any other means, unless it is encrypted using the most secured systems (environment/software) available. All transcription is to be performed within the United States, District of Columbia US Virgin Island, Guan, or Puerto Rico.

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. PHI 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 PHI remaining on the client 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.

4.1.1.4 Vendor must provide accurate typed report in a timely manner to both appropriate DIVISION OF REHABILITATION SERVICES, DDS office and consultative exam source.

It is the policy of ClairSol to deliver high standards of quality and responsiveness with transcribed documents to assure client satisfaction. 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.

4.1.1.5 Vendor is required to contact, when necessary, the dictating source to inform them of lost dictation, and/or to clarify missing or incomplete information.

Clairsol acknowledge that no matter how robust the workflow, there can be occasional instances of “lost dictation” claims. In resolving these, tracking starts with finding the corresponding dictation. If there is a claim that the provider dictated the report, but there is no dictation found, then an in-depth reconciliation occurs, including a review of all dictation from that particular provider, a review of all keys hit while connected to the dictation system, and all the calls made into the dictation system from the provider’s location on the date in question. If a corresponding dictation is not found, then Clairsol will gladly speak with the provider, offering assistance and training to make sure there was no technical problem that could have prevented the successful completion of the dictation. If the corresponding dictation was found, then a lifecycle review is initiated, looking at each event associated with the particular dictation as well as each version of the resulting report. In addition to tracking each report version, Clairsol’s Transriter system keeps track of a check-sum on reports that were delivered through our secure file transfer software, Transriter.XmlIT. If a history of multiple report delivery failure becomes evident, Clairsol will immediately become fully engaged with extensive troubleshooting, and will not only fully cooperate with DIVISION OF REHABILITATION SERVICES, DDS resources in this troubleshooting, but will also, with DIVISION OF REHABILITATION SERVICES, DDS’s approval, will offer to assist DIVISION OF REHABILITATION SERVICES, DDS with engaging other vendors’ troubleshooting resources as appropriate (such as EMR, PACs, and interface vendors, and their respective support teams).

4.1.1.6 Vendor must have facsimile machine not to transcribe reports, but to send and receive communication from the DIVISION OF REHABILITATION SERVICES, DDS.

Clairsol understands and complies.

4.1.1.7 Vendor must electrically transmit or make available by a secured means an original to the dictating for proofing, Mail backup should be available. The vendor will be responsible for postage cost and envelopes incurred in mailing the reports.

Our web based report delivery system provides industry standard 256-bit encrypted, Secured Socket Layer connection between hospital client system and server. 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 records based on Auther ID, Medical Record Number, Patient Identification Number, Auther’s First or Last name, Patient’s First or Last Name, Job Number, Report Type and Date of Dictation.
 - c) Downloading and Printing Logs. This feature allows user to search the reports and access the logs and print the logs based on the advanced search options like Auther ID, Medical

Record Number, Patient Identification Number, Author's First or Last name, Patient's First or Last Name, Job Number, Report Type and Date of Dictation.

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

Clairsol understands and agrees to bear the charges for postage cost and envelopes incurred in mailing the reports.

4.1.1.8 Reports must be submitted the day the report is transcribed. A copy of each transcribe report must be electrically transmitted to the DIVISION OF REHABILITATION SERVICES, DDS within twenty four hours from the data the dictation was available to the vendor for typing.

Clairsol will submit the transcribed report as soon as they are transcribed, also a copy of the report will be sent electronically to the DIVISION OF REHABILITATION SERVICES, DDS within 24 hours from the date the dictation was available to the vendor for typing.

4.1.1.9 Vendor must provide secure storage of the reports and any related documentation for a minimum of 60 months from the date of completion.

At ClairSol we can customize the process based on individual client needs and to meet client requirements in the best possible way. The period for which voice files are active varies from hospital to hospital and from facility to facility. Usually the voice files are active on primary system for a period of 60 days. At the same time they are also being stored on a backup system with the help of routine automatic backups. After a period of 60 days the voice files are moved from Primary system to the Backup system and are stored for as long as our clients request. It can vary from a month to a year or more.

4.1.1.10 The vendor is responsible for all telephone charges connected to transmission of consulted examination to the DIVISION OF REHABILITATION SERVICES, DDS.

Yes, ClairSol will be responsible for all telephone charges connected to transmission of consulted examination to the DIVISION OF REHABILITATION SERVICES, DDS.

4.1.1.11 The vendor will be responsible for all charges for overnight mail in the event that the equipment mail function and a backup system is not available.

Clairsol understands and will comply.

4.1.1.12 Vendor must provide reports, upon request, to the DIVISION OF REHABILITATION SERVICES, DDS indicating the pending dictation received in the past 24 hours.

Yes, ClairSol will provide reports, upon request, to the DIVISION OF REHABILITATION SERVICES, DDS indicating the pending dictation received in the past 24 hours. The report can be downloaded from our secured portal to which we will provide access to authorized Division of Rehabilitation Services, DDS's employees.

4.1.1.13 Vendor must observe the confidentiality of transcribe reports as required by the Federal Privacy Act and Freedom of Information Act.

Yes, Clairsol will observe the confidentiality of transcribe reports as required by the Federal Privacy Act and Freedom of Information Act. All Clairsol staff members are required to review and sign an annual confidentiality agreement which outlines the permitted uses, disclosures, and safeguards for PHI.

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. Each client user, working from their home office or within any of the facilities, will be routed (via the client's VPN and routers) over the LAN-to-LAN tunnel in order to access the Transriter Platform. 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.

4.1.1.13.1 Vendor employees who will perform this contractual work shall be required to sign a statement of confidentiality (copy Attached).

If RFQ is awarded to Clairsol then we will have our employees sign the statement of confidentiality and will send the signed copy to Division of Rehabilitation Services, DDS.

4.1.1.13.2 The original copy of each signed statement must be submitted DIVISION OF REHABILITATION SERVICES, DDS two (2) weeks prior to full implementation of service. During the life of the contract, any new or additional employs are required to sign a statement of confidentiality and the original copy sent to the DIVISION OF REHABILITATION SERVICES, DDS prior to their beginning work on this contract.

Yes, Clairsol understands and will comply. The original copy of each signed statement will be submitted to DIVISION OF REHABILITATION SERVICES, DDS two (2) weeks prior to full implementation of service. During the life of the contract, any new or additional employees will sign a statement of confidentiality and the original copy will be sent to the DIVISION OF REHABILITATION SERVICES, DDS prior to their beginning work on this contract.

4.1.1.14 Neither the vendor nor any of the vendor's employees involved in processing reports shall disclose any information that identifies the claimant physician or facility without documented permission of the DIVISION OF REHABILITATION SERVICES, DDS. Such disclosures

will subject the vendor to the penalties of the Federal Privacy Act. The vendor must also certify compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Sensitive records ready for disposal must be destroyed by burning, pulping shredding, macerating or other suitable similar means that ensures the information in the records definitively destroyed. Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified exempted from disclosures by statute, including the Privacy Act, or regulation. Electronic records must be definitively destroyed in a similar manner that prevents reconstruction.

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 (ePHI) 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 ePHI Security Policy includes:

- Designation of HIPAA Privacy and Security officers.
 - 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 ePHI while enabling authorized workforce members' access to ePHI as per the requirements of the HIPAA Minimum Necessary Rule. Clairsol authorizes the access to PHI 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 ePHI and PHI.
 - 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 ePHI 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 ePHI, 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 ePHI and PHI and provide assurances that appropriate safeguards are in place to protect ePHI and PHI. These agreements may also address other requirements of the HIPAA Privacy and Security rules and HITECH Act.

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. PHI 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 PHI remaining on the client 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 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.

4.1.1.15 Vendor shall provide sufficient 800 telephone code access for dictating of reports by the consultants from any locations in the United States without busy signals.

Yes, ClairSol will provide sufficient 800 telephone code access to the consultants 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.
- PC Dictation, typically used in Radiology, have PACS integration capability.
- iPhone or other Smartphones utilizing ClairSol's mobile dictation platform IDictaFlow
- ClairSol also accepts dictation from a variety of handheld dictation systems, including dedicated portables, tablets, and "Smartphone". We have a significant body of experience with currently-available technology, and can either supply devices to clients or consult with clients on the purchase of their own devices.

4.1.1.15.1 The 800 telephone code access shall be available twenty-four hours a day, seven days a week for the exclusive use of physicians, psychologists, and other consultants that perform examinations for the DIVISION OF REHABILITATION SERVICES, DDS.

Clairsol will provide 800 telephone code access 24x7x365 for exclusive use of physicians, psychologists, and other consultants that perform examinations for the DIVISION OF REHABILITATION SERVICES, DDS.

On top of that ClairSol's Client Support Services (CSS) group is the front line for all product support including ClairSol's Transriter software suite and third-party products also included in the services such as Microsoft Windows, Microsoft Office and Dolby Dictation. CSS accepts all initial client calls to a toll-free 800 number which is available 24x7x365, including holidays.

DIVISION OF REHABILITATION SERVICES, DDS will also have direct access to second and third level support associates and account supervisors in the highly-unusual event that CSS is not responding quickly enough or there is a critical issue and DIVISION OF REHABILITATION SERVICES, DDS feels it is necessary to escalate to management directly. CSS can be reached at 1-888-643-9414 or the client may contact us via our client access portal, which is monitored by multiple staff 24/7.

4.1.1.15.2 The 800 telephone services lines must permit multiple callers to access and dictate at the same time.

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. Multiple physicians can dial in at the same time and complete their dictations. The system is so seamless that physician will get a feel that he/she is the only user using the telephone service.

4.1.1.15.3 The 800 telephone services lines and usage shall be provided at no cost to the DIVISION OF REHABILITATION SERVICES, DDS.

Clairsol will provide 800 telephone services lines and usage "Free of Cost" to the Division of Rehabilitation Services, DDS.

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.

4.1.1.15.4 System must include a recorded voices message to answer the toll free number that will assure to answer the dictator that they have reached the vendor's system.

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.

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 Department of Division of Rehabilitation Services, 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.

4.1.1.15.5 Voices message must request specific information from the dictator to accurately complete a CE report, which can be promptly mailed to the dictator or electronically provided and distributed to the correct dictator after transmission to the DIVISION OF REHABILITATION SERVICES, DDS. Both the dictator and the DIVISION OF REHABILITATION SERVICES, DDS shall receive a copy of the transcribed report.

Prompts on ClairSol's dictation system can easily be configured as per Division of Rehabilitation Services, DDS's requirement. The prompts prompt physicians to complete/enter the required information before they can proceed. Below is the sample dictation instruction from one of our clients:

114

Primary number: XXXXXXXXXX

Backup number: [REDACTED]

1. Enter the Physician's ID number.

Job Types:

1 Transfer Summary	2 History & Physical
3 Operative Report	4 Discharge/Death/AMA
6 Miscellaneous	

3. Enter the Medical record number followed by the # key.
4. Press 2 to record dictation

4 Pause 5 Save File 6 Go To End

Pause Save File Go To End

7 Forward 8 Go To 9 Abort Job

Forward Go To
Beginning

	beginning	
*	0	#
More		Job No.

Press 5 to save dictation
Press 1 to save normal job

Press 2 to save stat job
Hang up if you want to exit
Or Enter the job type for next dictation

Dictation Instructions

1	2	3
Play		Rewind

4 Pause 5 Exit 6 Go To End

Pause	Exit	Go To End
7	8	9

Forward Go To Beginning

* 0 #
Job No.

*	0	#
Job No.		
Prompt		

Enter the job type
Press *2 to record your name

Listening Instructions

Dictation Instructions
Your Dictation Number:_____

Clairsol will bear the cost associated with mailing the brochures to Division of Rehabilitation Services, DDS or to new consultants.

4.1.1.17 Vendor must provide and maintain a 24 hours, seven day a week toll free customer service number, in addition to the 800 dictation system number, to handle questions from dictating sources, and provide a contact person's name. This number is to be included in the brochure.

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 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 to Executive Director, HIM Operations to President 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.

The customer service number is clearly written at the top of dictation instructions card/brochure.

4.1.1.18 The Social Security Administration has established an electronic disability folder. The vendor must have the resources to meet these requirements to access the eData Web Site.

ClairSol does have resources to meet the requirements to access eData Website.

4.1.1.18.1 Must have access to an internet browser that supports 128 bit encryption.

Yes, 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.

4.1.1.18.2 Must provide the name, address, phone number, and SSN for individuals within an organization that will have access to the PIN and password.

ClairSol will provide the name, address, phone number, and SSN for individuals who will have access to the PIN and password.

4.1.1.18.3 Must provide the name, address, telephone number, e-mail address and SSN if you will use the website as an individual.

Clairsol will provide the name, address, phone number, e-mail address and SSN for the individuals who will use the website.

4.1.1.18.4 Must provide an electronic record of a transcription in one of the following electronic file format: .doc, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, .tiff, .tif, and .zip.

Clairsol's general policy is that reports are provided in the customer's requested format without specific charges related with the generation of templates; additionally, 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 DIVISION OF REHABILITATION SERVICES, DDS 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.

4.1.1.18.5 Vendor must provide additional registration information if the requirements change during the life of the contract.

Clairsol understands and will comply.

4.1.1.18.6 The DIVISION OF REHABILITATION SERVICES, DDS will have the right audit excess for individuals using a single PIN or password provided for an organization.

Clairsol understands and will comply.

4.1.1.19 Work deemed unsatisfactory by the DIVISION OF REHABILITATION SERVICES, DDS, and proven to the vendor, will be done at one half price. This includes unsatisfactory transcription that are retyped by the DIVISION OF REHABILITATION SERVICES, DDS and work that is not accomplished in a timely manner according to the term below.

Clairsol understands and will comply.

4.1.1.19.1 Vendor must have in place a quality assurance program to assure accuracy of daily transcribed report.

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 PHI 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. Quarterly quality management reports including findings and any corrective actions taken will be submitted to DIVISION OF REHABILITATION SERVICES, DDS's HIM Administrative Director as required.

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.

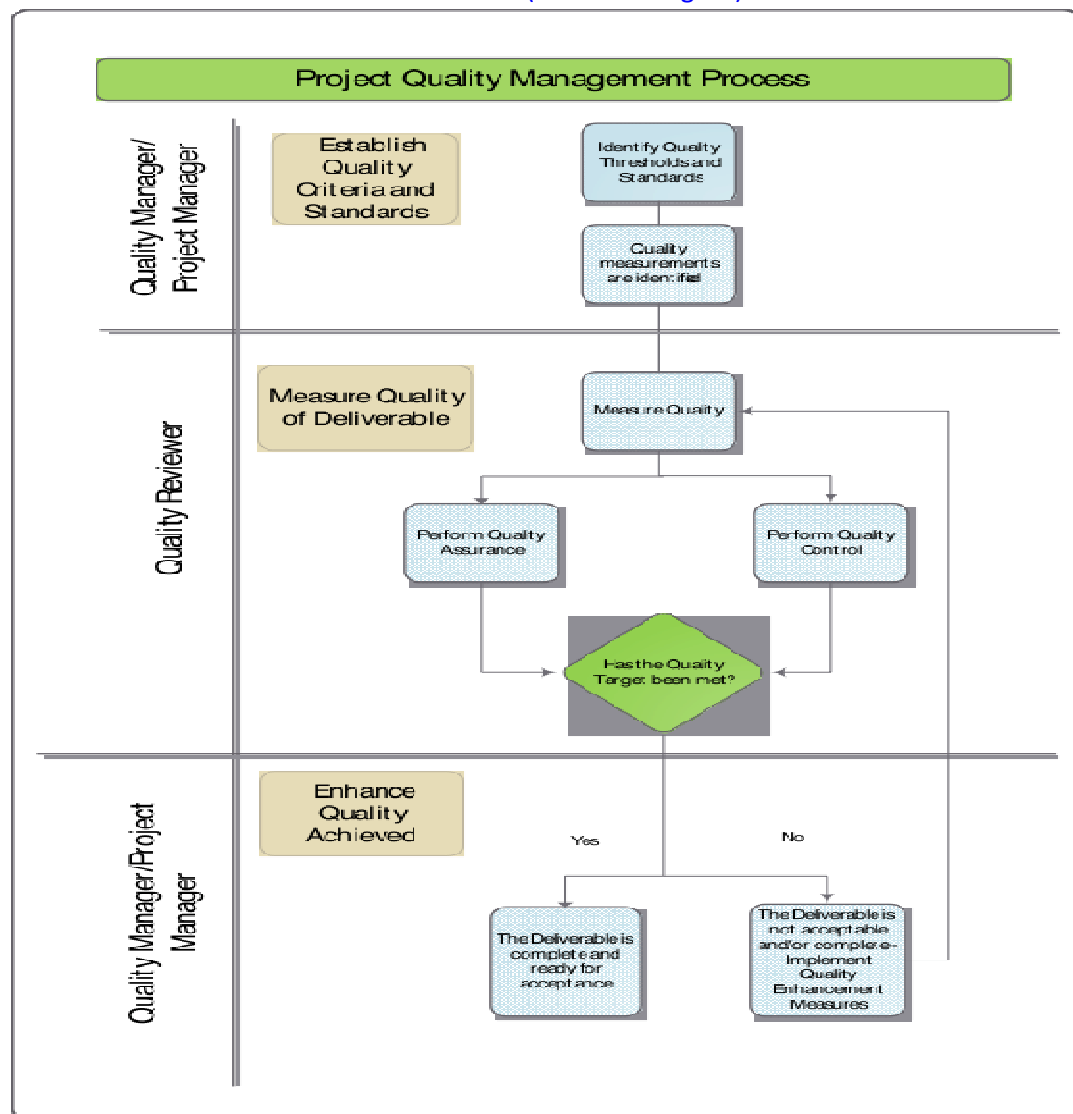
Our passion about transcription quality and meeting clients' timelines differentiate Clairsol from other companies. We practice our Quality Management System (Clairsol-QMS) to assure quality of deliverables and processes in every aspect of our service. Our in-depth approach and innovative skills developed 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: (Please see figure)



4.1.1.19.2 Vendor shall maintain procedure so dictation is not lost or over looked. Vendor shall manage problem dictation such as those with incomplete dictation of doctor's name, address, or claimant, dictation with incomprehensible words, phrases, etc., so that problems are resolved as much as possible before transmission completed report. Vendor shall have procedures for handling partial dictation so that reports dictated in two or more sessions are connected and transmitted to DIVISION OF REHABILITATION SERVICES, DDS as a single report. Vendor shall have procedures to handle the following problems: dictator's speech is too fast, too soft, or is garbled or muffled ; dictator has foreign accent; dictator plays tape into telephone. Some CE sources may prefer to dictate into a tape and forward these to the vendor for completion.

We acknowledge that no matter how robust the workflow, there can be occasional instances of "lost dictation" claims. In resolving these, tracking starts with finding the corresponding dictation. If there is a claim that the provider dictated the report, but there is no dictation found, then an in-depth reconciliation occurs, including a review of all dictation from that particular provider, a review of all keys hit while connected to the dictation system, and all the calls made into the dictation system from the provider's location on the date in question. If a corresponding dictation is not found, then Clairsol will gladly speak with the provider, offering assistance and training to make sure there was no technical problem that could have prevented the successful completion of the dictation. If the corresponding dictation was found, then a lifecycle review is initiated, looking at each event associated with the particular dictation as well as each version of the resulting report.

All Clairsol's MLS have more than 12 years of experience and have experience typing dictations from physicians with different dialects, background and foreign accent and with dictators who speak too fast or too slow. Other than this Clairsol's dictation system has noise cancelling technology that basically helps to get rid of disturbances in the dictation to great extent.

4.1.1.19.3 Vendor's timely performance will be considered satisfactory when atleast 95% of dictated reports are transcribed and transmitted to DIVISION OF REHABILITATION SERVICES, DDS within two working days of dictation. Assessment will be done as the DIVISION OF REHABILITATION SERVICES, DDS monitors the logs and runs reports and inquiries. These reports and inquiries will concern, but not be limited to: date of dictation, date typed, and transmission date. Vendor shall maintain a high label of quality. There shall be no more than three (3) typographical errors or misspelled words per report. Correction by erasure is not acceptable. The DIVISION OF REHABILITATION SERVICES, DDS reserves the right to require, at an extra charge, the retyping or correction and transmission of reports more than three typographical errors or misspelled words, or with incorrect format or complaints about quality from the dictator. Quality performance will be assessed by the DIVISION OF REHABILITATION SERVICES, DDS based on any complaints and staff review of typed reports. The quality is satisfactory when atleast 98% of the reports have no complaints from dictator or DIVISION OF REHABILITATION SERVICES, DDS staff that there were more than three typing errors or misspelled words or that incorrect format is used. In the event that the performance standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. The DIVISION

OF REHABILITATION SERVICES, DDS will notify the vendor of unsatisfactory, which shall be followed up by a written notification summarizing the unsatisfactory performance. If performance is still unsatisfactory thirty days following written notice to the vendors, a contract line item rate reduction of 10% will be implemented.

Clairsol understands and will comply. It is the policy of Clairsol to deliver high standards of quality and responsiveness with transcribed documents to assure client satisfaction. 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 PHI 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. Copies of the audit review will also be presented to DIVISION OF REHABILITATION SERVICES, DDS if so desired.

Clairsol has an extensive 4-part recruitment process for screening and hiring experienced medical transcriptionists. During Part 1, each MT candidate completes an application, and supplemental resume, to include General Information, Educational Background, Employment History, and Work Performance. Each candidate is required to elaborate on the specific years of experience by work type; recent production results (lines per hour); recent quality performance review score; basic computer literacy; and previous software platform experience. Everyone in our MLS and QA team has over 15 years of experience transcribing all type of reports.

During the recruitment process, Clairsol queries the candidate on availability to assure scheduled shifts coincide with the peak flow analysis, or optimal coverage times required for each client. We have a specific set of questions that we ask each applicant regarding their experience, past job performance, their desired shift, etc. Each applicant is required to take two written transcription tests which are scored to determine quality performance.

During Part 2, the candidate completes a written screening exam. This 20-question test screens the candidate on abbreviations, general transcription, grammar, punctuation, spelling, word differentiation terms, and Radiology. A passing score is 95%. In Part 3, the candidate completes an objective exam. This exam screens the candidate on abbreviations and acronyms, anatomy and physiology, medical spelling, singular/plurals, physical exam, surgery, and terminology. The passing score of this exam is 90%. During Part 4, each applicant takes a practicum which involves

transcribing two test voice files which have been stripped of PHI. The practicum is evaluated for missing and extra text while also focusing on abbreviations, grammar, medical and non medical misspelling, terminology, and word usage.

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 which makes us unique in transcription and the health information management industry.

4.1.1.20 Reports must be typed using portrait letter size format. The top, bottom, and side margins shall be no more than 1 1/4" on all transcribed reports and contain the following information:

ClairSol understands and will comply.

4.1.1.20.1 Include the dictator's name and address and examiner's name on the initial page of each report;

ClairSol understands and will comply.

4.1.1.20.2 Include the claimant's name, Social Security number, and appropriate page number at the top of all pages;

ClairSol understands and will comply.

4.1.1.20.3 Include on the final page of each report a signature line. The signature line will consist of the dictator's name and title as provided by the dictator.

ClairSol understands and will comply.

4.1.1.21 The vendor is responsible for safe guarding personally identifiable information (PII) and immediately of reporting any loss to the appropriate state agency (DIVISION OF REHABILITATION SERVICES, DDS) official. The vendor shall ensure that all employees report gather the following information to report the loss of PII: Contact information description of loss (including time and location), what safeguard were used which components (division or areas) were involve, whether external organization were connected, and whether other reports have been filled (e.g., law enforcement).

ClairSol will be responsible for safe guarding personally identifiable information (PII) and will immediately report any loss to Division of Rehabilitation Services, DDS official. ClairSol will ensure to gather Contact information description of loss (including time and location), what safeguard were used which components (division or areas) were involve, whether external

organization were connected, and whether other reports have been filled (e.g., law enforcement) to report the loss of PII.

4.1.1.22 The DIVISION OF REHABILITATION SERVICES, DDS maintains the right to conduct periodic on site visit/reviews to ensure compliance with contract specification and procedures. Further more the DIVISION OF REHABILITATION SERVICES, DDS recommends that the vendor have appropriate from a suitability and systems monetary safeguards in a place vendors positions should be designated at the proper risk/sensitivity labels commensurate with public trust or national security responsibilities and attributes of the positions of 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 the service that 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 his/her position or prevents effective performance of the duties and responsibilities of the employing agency. Vendor ensure that employment of individual in a sensitive or public trust position is appropriate. Documentation of the rationale underlying risk destination decision should be retained for potential audit purpose.

Clairsol understands and will comply.

5. CONTRACT AWARD:

5.2 Pricing Section: Vendor should complete the Pricing Section by providing the all-inclusive per line price. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Section through wvOASIS, if available, or as an electronic document.

For pricing, please see attached completed pricing quotation form.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of contract services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this contract is designated as an open-end contract, Vendor shall perform in accordance with the release order that may be issued against this contract.

Clairsol understands and will comply.

7. PAYMENT: Agency shall pay the per line rate, as shown on the Pricing Section, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment of the State of West Virginia.

Clairsol understands and will comply.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be

included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

Clairsol understands and will comply.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principle service personnel which will be issued access cards and/or keys to perform service.

Clairsol will provide Division of Rehabilitation Services, DDS the personnel names who will be required to get access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys becomes lost or stolen.

Clairsol understands and will comply.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Clairsol understands and will comply.

9.4 Anyone performing under this contract will be subject to Agency's security protocol and procedures.

Clairsol employees who will perform service under this contract will follow Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

Yes, we will inform all staff of agency's security protocol and procedures and will conduct a training session for the same.

11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contract information below.

Contract Manager: Shaleen Vajpayee

Vendor's Address: 16 Wernik Place, Suite C, Metuchen, NJ 08840

Telephone Number: 732-321-1155

Fax Number: 877-815-6528

Email Address: webmaster@clairsol.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyii.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vro/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: Clairsol Inc.

Signature: _____

Title: PresidentDate: March 31, 2015

Form - WVBA-012004
Amended 08.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF March 20 15
BY Patrick Morrissey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Clairsol, Inc.

Name of Agency: _____

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

RFQ No. DRS1500000005STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Clairsol, Inc.Authorized Signature: [Signature] Date: 3/20/2015State of PennsylvaniaCounty of Allegheny, to-wit:Taken, subscribed, and sworn to before me this 20th day of March, 2015.My Commission expires October 5, 2015.**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]
Purchasing Affidavit (Revised 07/01/2012)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Suzan Ann Bogden, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 5, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Clairsd, Inc.

Signed: [Signature]

Date: March 31, 2015

Title: President



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
—

Proc Folder: 61039

Doc Description: ADDENDUM NO. 2. -TRANSCRIPTION SERVICES FOR THE WVDRS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-23	2015-04-02 13:30:00	CRFQ 0932 DRS1500000005	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

CLAIRSDL, INC
16 WERNIK PL, STE C
METUCHEN, NJ 08840

Ph: 732-321-1155 FAX: 732-424-6963

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton

(304) 558-7023

evelyn.p.melton@wv.gov

Signature X

FEIN #

912145216

DATE

03/31/2015

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
CHARLESTON DISABILITY DETERMINATION DIVISION OF REHABILITATION SERVICES 500 QUARRIER ST STE 500		DIVISION OF REHABILITATION SERVICES DISABILITY DETERMINATION SECTION 500 QUARRIER ST, STE 500	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$0.0649	\$0.0649

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description :

ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

ADDENDUM NO. 2 IS ISSUED:

- TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION.
- TO PROVIDE ADDENDUM ACKNOWLEDGMENT.

--- END OF ADDENDUM NO. 2 ---

ADDENDUM NO. 1 IS ISSUED:

- TO MOVE THE BID OPENING DATE TO ALLOW FOR THE ISSUANCE OF RESPONSES TO THE QUESTIONS RECEIVED FOR THE ABOVE SOLICITATION:

FROM: MARCH 12, 2015 @ 1:30 P.M.
TO: APRIL 2, 2015 @ 1:30 P.M.

- TO PROVIDE ADDENDUM ACKNOWLEDGMENT

--- END OF ADDENDUM NO. 1 ---

DRS1500000005	Document Phase Final	Document Description ADDENDUM NO. 2. -TRANSCRIPTION SERVICES FOR THE WDRS	Page 3 of 3
---------------	--------------------------------	--	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

CLAIRSOL, INC.

(Company)

 SHALEEN VAJPAYEE, PRESIDENT

(Authorized Signature) (Representative Name, Title)

732-321-1155 / 877-815-6528 / March 31, 2015

(Phone Number) (Fax Number) (Date)

SOLICITATION NUMBER: CRFQ_DRS1500000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. TO MOVE THE BID OPENING:
FROM: 03/12/2015 @ 1:30 P.M.
TO: 04/02/2015 @ 1:30 P.M.
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT.

Acknowledged!

*Shaleen Vajpayee, President
Clairsol Inc.
March 31, 2015*

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DRS1500000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Clairsol, Inc.

Company

[Signature]
Authorized Signature

March 31, 2015

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

SOLICITATION NUMBER: CRFQ_DRS1500000005
Addendum Number: 2


The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

1. TO PROVIDE RESPONSES TO VENDORS QUESTIONS REGARDING THE ABOVE SOLICITATION.
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT.

Acknowledged!

 Shateen Vajpayee, President
 ClairSol Inc.
 March 31, 2015

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM # 02

RFQ_DRS1500000005 – Transcription Services

1. Standard turnaround time is specified as 24 hours. Will there be a need for STAT turnaround? If so, what is the desired STAT timeframe and what percentage of work would STAT jobs compose?

Yes, STAT turnaround may be required. Timeframe would be same day as request. However, this would be rare.

2. In section 4, subsection 4.1.1.13 on page 23, the RFQ gives requirements for statements of confidentiality. Will vendor need to submit any statements of confidentiality with the proposal or are all statements required post-award?

Post award.

3. In section 4, subsection 4.1.1.19.2; it states that "some CE sources may prefer to dictate into a tape and forward these to the vendor for completion". Does the DDS have an estimate as to how many tapes or what percentage of work this may compose?

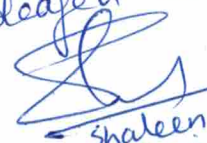
Typically, the recording will not be mailed but played back over a voice transmission line. Those who use this technique record in a digital format. We currently only have one vendor using this technique at present.

4. In section 4, subsection 4.1.1.9; it states that the vendor must provide secure storage of the reports and any related documentation for a minimum of 60 months from the date of completion. All dictations and associated documentation are held for 90 days and then permanently archived thereafter on Vendor's current platform. Would the DDS be okay with a request based document retrieval system for documents older than 90 days?

Yes. That would serve our purpose.

5. In section 4, subsection 4.1.1.3; it states that the Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data, without prior written consent of the state agency. Vendor's operational model **does** rely on subcontracted employees who complete the work remotely. However, Vendor's platform is HIPAA compliant and all vendors have undergone HIPAA compliance training. At this time would the DDS be open to an operational model such as this?

SSA policy in regards to your question would permit a subcontractor if you guarantee the work is being completed in a secure facility and have the ability to supervise and monitor the work being completed.

Acknowledged Q&A!

 Shaleen Vajpayee,
 President
 Clairson Inc.
 March 31, 2015

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DRS1500000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Clairsol, Inc.

Company

[Signature]
Authorized Signature

March 31, 2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012