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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

May 7, 2013

100% Federal Funds

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Stone Network, Inc., Chalfont, PA (Vendor Code 221111) to provide medical transcription services upon G&C approval from July 1, 2013 through June 30, 2015 in an amount not to exceed \$92,682.88 pending legislative approval of the next biennial budget. Funding is available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal Year</u>
010-056-40400000-235-0784 (100% Federal)	\$46,341.44	2014
010-056-40400000-235-0784 (100% Federal)	\$46,341.44	2015

EXPLANATION

The Division of Career Technology and Adult Learning, Disability Determination Service Bureau, in order to expedite the processing of Social Security Disability claims, purchases medical transcription services. As the current contract expires on June 30, 2013, a Request for Proposal was released in February 2013 and a legal notice was published in the Manchester Union Leader on February 13, 14, and 15, 2013 with a bid closing date of March 21, 2013. The bid process generated eight proposals. Only four met the RFP requirements:

Bureau of Office Services	\$.0993 per line for two contract years
Private Secretary, Inc.	.1345 per line for two contract years
Reporters Transcription Center	.1168 per line for two contract years
Stone Network, Inc.	.0910 per line for two contract years

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May 7, 2013

Three staff members from the Disability Determination Service Bureau utilizing an evaluation tool that was developed based on the request for proposal requirements (Attachment A) reviewed the submitted proposals.

Peggy Vieira, Administrator IV. Ms. Vieira brings several years of experience developing and monitoring contracts for the state. She offers a wide range of experience related to providing service to the public.

Anne Prehemo, Program Specialist III. Ms. Prehemo oversees the medical and psychological services that vendors provide to the disability process. As Professional Relations Officer, she serves as the liaison with the medical community having done so successfully for six years.

Marie Lonardo, Technical Team Leader Supervisor. Mrs. Lonardo supervises Case Technicians who process the dictated reports resulting from consultative examinations. In her 6 years with the DOE, she has considerable experience reviewing and rating proposals.

After a thorough review of the proposals, Stone Network, Inc. is recommended as the successful bidder. This transcription service vendor has provided quality service with excellent turn-around time and responsiveness to both agency and consultant requests for several years. A toll-free telephone number is provided for access, which is used, by most of the physicians in the State who provide medical reports to this agency. Agency personnel will access the vendor's telephone service over the state telephone system for dictating medical-vocational consultative examination reports to be used as evidence for disability determination decisions. The vendor has also agreed to provide a personal computer, modem, laser printer and printing software to be located in the Disability Determination Service with the capability to receive tele-transmitted reports and dictated letters. Maintenance of on-site equipment is included within the contract. Stone Network, Inc. has experience in delivering reports through multiple delivery systems including postal mail, encrypted e-mail, fax and secure web browser. This vendor is currently providing the same or similar services for other Disability Determination programs in other states.

It is the request of this agency that Stone Network, Inc. be awarded the contract to perform the service described. This contract will serve the entire state. In the event federal funds are no longer available, general funds will not be requested for this program.

Respectfully submitted,


Virginia M. Barry, PH.D.
Commissioner of Education

S:/dcta/bvr/vrco/common/g&c/Stone Network 2013

NH Department of Education
Disability Determination Service Bureau
Attachment A

Transcription Service Bid Rating Sheet

Review Panel: Peggy Vieira, Anne Prehemo, Marie Lonardo

NAME OF BIDDER	Bid price per line of transcription	A. Overall Approach (20)	B. Plan of Action (40)	C. HX, Experience (20)	D. Budget (20)	Totals
Bureau of Office Services	.1129	Does not meet	5 years prior	DDS work	requirement.	-0-
Mediscribes, Inc.	.121	Does not meet	5 years prior	DDS work	requirement.	-0-
Pace Medical Transcription	.11	Does not meet	5 years prior	DDS work	requirement.	-0-
Private Secretary, Inc.	.1251	19%	40%	30%	8%	97%
Reporters Transcription Center	.092	19%	39%	30%	4%	92%
Stone Network Inc.	.0897	20%	40%	30%	10%	100%
Superior Transcription Service LLC	.0918	19%	37%	30%	5%	91%
WE Type Transcription	.1374	Does not meet	5 years prior	DDS work	requirement.	-0-

Signature: *Peggy Vieira*

Date: 4/3/13

Signature: *Marie Lonardo*

Date: 4/3/13

Signature: *Wendy Santos*

Date: 4/3/13

Subject: Stone Network-Transcription Services 2014 **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOE-Division of Career Technology & Adult Learning		1.2 State Agency Address 21 South Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Stone Network, Inc.		1.4 Contractor Address 1600 Horizon Drive, Suite 115, Chalfont, PA 18914	
1.5 Contractor Phone Number 215.712.2400	1.6 Account Number 565510-4040-235-0784	1.7 Completion Date 6/30/2015	1.8 Price Limitation \$92,682.88
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner		1.10 State Agency Telephone Number 603.271.3341	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory S. Mani, President	
1.13 Acknowledgement: State of PA , County of Montgomery On 4/30/13 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Dipanwita Namboodiri [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">Notarial Seal Dipanwita Namboodiri, Notary Public Souderton Boro, Montgomery County My Commission Expires March 19, 2016 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Dipanwita Namboodiri			
1.14 State Agency Signature Virginia M. Barry		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 5/30/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 1/30/13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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Date 04/30/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

The Services

1. The Contractor shall furnish authorized providers of medical evidence and the Department of Education, Disability Determination Service staff access to the Contractor's telerecorder equipment, which shall record reports and/or letters.
2. The Contractor shall transcribe these documents and then teletransmit them to the Disability Determination Service each working day at a time mutually agreed upon by the Disability Determination Service and the Contractor.
3. The Contractor shall transcribe and transmit all reports daily with an accompanying detailed log sheet showing claimant's name, Social Security number, number of lines per report, type of report, name of originating source and date of dictation. Additionally, the Contractor shall mail two copies of the dictated report to each provider for their review and signature; one copy to be signed and returned to the Disability Determination Service, and the other for the provider's file.
4. The Contractor shall provide sufficient dictating units and personnel to service the needs of the agency efficiently and expeditiously.
5. The work is to be performed at the Contractor's place of business, not in the homes of employees.
6. The contractor is responsible for safeguarding PII and immediately reporting any loss to the appropriate State Agency (DDS) official. The contractor shall ensure that all employees report lost or possibly lost PII immediately. The contractor should gather the following information to report the loss of PII: Contact information, description of loss (including time and location), what safeguards were used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).
7. Reports which are judged by the agency as being unsatisfactory shall be returned to the Contractor within twenty-four (24) hours for retyping. Such reports will be retyped and delivered without additional cost to the Agency within twenty-four (24) hours after receipt by the Contractor.

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Date 4/30/13

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

1. The Agency will bill at the rate of \$.0897 per line for a maximum of 1,033,254 lines for the contract period. This contract will not exceed \$92,682.88.
2. Payment to be made twice monthly on the basis of itemized invoices which are supported by a summary of transcribed documents, individual line price and postage costs incurred in mailing documents to providers. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices should be submitted to Peggy Vieira at 21 South Fruit Street, Suite 30, Concord, NH 03301. If for any reason, the services are interrupted or terminated, payment will be made only for work thus far completed.

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Date

4/30/13

EXHIBIT C

Provisions

1. The Contractor shall offer a toll-free number for all dictation by providers. The Disability Determination Service, however, will be responsible for all phone charges from the Disability Determination Service for purposes of dictating and document transmission to the Bureau of Disability Determination Service for printing purposes.
2. No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency with the names, qualifications, and experience of their proposed subcontractors. The Contractor, shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this contract. The subcontractor must adhere to the same facility requirements as the Contractor. Additionally, any subcontracts formed must also contain the information specified herein.

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Contractor Initials

Date

[Signature]
11/30/13

EXHIBIT D

Confidentiality of Information – Contractor Responsibilities

1. If the Contractor, in the performance of the contract, uses any information subject to the Privacy Act of 1974, 5 U.S.C. 552a, and/or section 1106 of the Social Security Act, 42 U.S.C. 1306, the Contractor must follow the rules and procedures governing proper use and disclosure set forth in the Privacy Act, section 1106 of the Social Security Act, and the Commissioner's regulations at 20 C.F.R. Part 401 with respect to that information. Whenever the Contractor is uncertain how to properly handle any material under the contract, or if the material in question is subject to the Privacy Act and/or section 1106 of the Social Security Act, the Contractor must contact the State Agency (DDS) and receive written permission prior to any use, release, disclosure, dissemination or publication of the material.

The Contractor must not disclose any confidential information without the prior written consent of the individual, institution, or organization. The Contractor must assure that its subcontractor(s) and their employees or any successor subcontractor(s) and their employees with access to SSA confidential information know the prescribed rules of conduct. For knowingly disclosing SSA's confidential information any subcontractor(s) and their employees or successor subcontractor(s) and their employees may be subject to criminal penalties as described in section 1106 of the Social Security Act (42 U.S.C. 1306) and the Privacy Act (5 U.S.C. 552a).

The transmission of a consultative exam report and/or PII via email is strictly prohibited unless it is encrypted; and should only be transmitted when essential to the scope of work. The Contractor must make all reasonable efforts to safeguard the report and/or PII when transporting the information from a secure area (i.e., use of locked briefcases, laptops that are encrypted and/or password protected, etc.).

2. Neither the contractor nor any of the Contractor's employees involved in processing reports shall disclose any information that identifies the claimant, physician, or facility without documented permission of the DDS. Such disclosures will subject the Contractor to the penalties of the Federal Privacy Act. The Contractor must also certify compliance with 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 record is definitively destroyed. Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act, or regulation. Electronic

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Date

[Signature]
4/30/13

records must be definitively destroyed in a similar manner that prevents reconstruction as well.

3. During the term of this contract and thereafter, the Contractor shall respect the confidentiality of confidential data, information, and other such matters disclosed and entrusted to him/her in the contract, or upon termination thereof, the Contractor shall return to the State agency (DDS), all such confidential matters in their possession belonging to the other party, and further, agrees not to use such information without the expressed written permission of the State agency (DDS).
4. The DDS maintains the right to conduct periodic onsite visits/reviews to ensure compliance with contract specifications and procedures. Furthermore, the DDS recommends that the Contractor have appropriate forms of suitability and systems monitoring safeguards in place. Contractor positions should be designated at the proper risk/sensitivity levels commensurate with the public trust or national security responsibilities and attributes of the position as they relate to the efficiency of the service. They should be ranked in accordance with the degree of potential adverse impact on the efficiency of service 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 in his/her position or prevents effective performance of the duties and responsibilities of the employing agency. Contractors must ensure that employment of an individual in a sensitive or public trust position is appropriate. Documentation of the rationale underlying risk designation decisions should be retained for potential audit purposes.

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Date

[Signature]
11/30/13

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Stone Network, Inc. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on May 13, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire Department of State

CERTIFICATE OF AUTHORITY OF

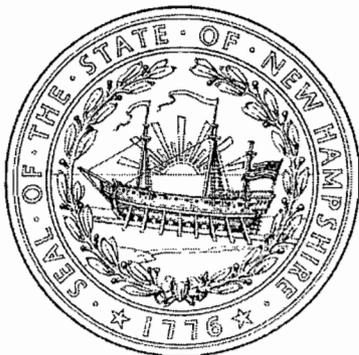
STONE NETWORK, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of STONE NETWORK, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to STONE NETWORK, INC. to transact business in this State under the name of STONE NETWORK, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 649533

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May, 2011 A.D.



William M. Gardner
Secretary of State

Certificate of Authority

I, S. Mani, President of Stone Network Inc. do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following is a true and complete copy of the resolution adopted by the Board of Directors of the corporation at a meeting of that board on April 22, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation:

That: Stone Network Inc. will enter into a contract with the New Hampshire Department of Education to record and transcribe medical reports. This resolution shall remain in effect until specifically revoked.

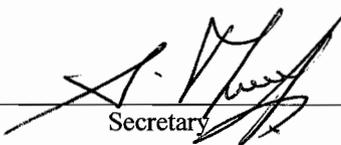
That: Stone Network, Inc. Board of Directors has named S. Mani as having authority to sign the contract with the New Hampshire Department of Education.

- (4) The foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- (5) The following person(s) lawfully occupy the office(s) indicated below:

S. Mani _____ President
 S. Mani _____ Secretary
 S. Mani _____ Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 30th day of April, 2013.

(Corporate Seal if any)



 Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montgomery

On the above date listed, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Dipanwita Namboediri, Notary Public
 Souderton Boro, Montgomery County
 My Commission Expires March 19, 2016
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



 Notary Public

Corporate Resolution of:

STONE NETWORK INC.

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution was made on APRIL 22, 2013 at 7:00 P.M. at 1600 Horizon Drive, Suite 115, Chalfont, PA.

We do hereby consent to the adoption of the following. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that:

Stone Network Inc. will enter into a contract with the New Hampshire Department of Education to record and transcribe medical reports;

And, that S. Mani has the authority to sign the contract with the New Hampshire Department of Education.

Therefore, it is resolved.

The officers of this corporation are authorized to perform the acts to carry out this corporate resolution.

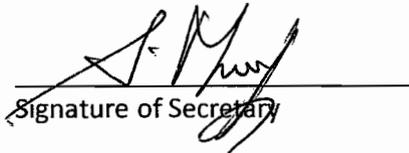


Director signature

S. Mani
Printed name

April 22, 2013
Date

The Secretary of the Corporation, certifies that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the dated meeting of the board of directors.



Signature of Secretary

April 22, 2013
Date

S. MANI
Printed name of Secretary

