

ORIGINAL



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July 2, 2009

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: RFQ WEH90034
Due Date: 7/9/2009; 1:30 p.m.

Dear Ms. Wagner:

We at iMedX, Inc., and L S Services, Inc., welcome the opportunity to submit our proposal on the referenced RFQ. We are willing to comply with all work requirements, general contract requirements, and other terms and conditions specified in this RFQ. **L S Services, Inc.**, a wholly-owned subsidiary of iMedX, Inc., will perform this work. L S Services, Inc., has provided medical transcription services to Welch Community Hospital in the past, and is fully capable of managing the workload. In the proposal, we have listed as a sampling of the many clients/hospitals for iMedX, Inc., and for L S Services, Inc.

We have received the RFQ and associated documents, and also have received the questions and answers.

We have no potential conflicts related to the RFQ and any other services related to this contract.

Should there be any questions, please call our toll-free telephone number: **800-221-0244**. The primary point of contact for this proposal is Luther "Brad" Runyon. Our proposal follows.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Venkat Sharma".

Venkat Sharma
President

**P.O. Box 1153
South Point, OH 45680
(800) 221-0244
Fax: (740) 377-4559**

RECEIVED

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PURCHASING DIVISION
STATE OF WV

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160 103) and will be disclosing Protected Health Information (45 CFR §160 103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered FOB destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

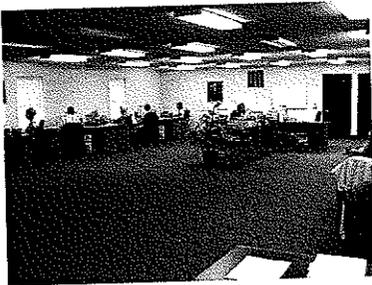
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L S Services, Inc., is a full service medical and legal transcription company operating since 1992. We offer the full range of services, to include transcription of all types of hospital reports and all legal proceedings. The requirements of the RFQ are addressed below.

1.) General Requirements of the Vendor:

A. *Vendor is to provide professional medical transcription services to Welch Community Hospital.*



- As a full-service medical and legal transcription service, we specialize in providing high quality and secure transcription services with excellent turnaround time. We have the capability of completely outsourcing a hospital, or transcription department work, such as Medical Records, ER, Imaging/Radiology, and Outpatient Clinics. We recognize that our customers have a mission to serve the public need efficiently and effectively. Understanding the pressures to improve internal business processes to meet clients' turnaround times is nothing new to us. In the past, we have assisted hospitals, clinics, and state agencies achieve significant improvements in the transcription services provided to dictating physicians and medical service providers.
- Selecting the right transcription service provider is essential to achieving goals and minimizing potential risks. Since 1992, we have ample experience in high volume hospital accounts and can readily assimilate volume work into our existing business platform. **In addition, we have provided the required medical transcription services cited in this RFQ for Welch Community Hospital since 2001, with the exception of the past year as the contract was not rebid at the conclusion of our contract in 2008.** We recognize that transcription is a labor-intensive business. It is for this reason we believe people are the key to our service and quality.
- L S Services, Inc., has a proven track record of providing medical transcription services, has been in business for over 15 years and derives all of its gross income from providing transcription services throughout the United States.
- Management of this work will be performed by Luther D. Runyon on a full-time basis. He is qualified in medical and legal transcription/court reporting functions, as well as overall management experience and

training. He has over 20 years' experience in managing small and large office staff, consistently involved with sensitive and confidential material. He has nearly 15 years' experience in the United States Army, to include four years' experience in Washington, D.C., culminating with two years' service as the Legal Administrator for The Judge Advocate General of the Army, responsible for management and administrative support functions of the largest legal services office in the world, with offices through the United States and overseas. These duties included supervising classified documents control, up to and including top secret documents, as well as providing automation/computer support. He has supervised many court reporters, transcriptionists, legal specialists, budget analysts, and secretaries in the performance of confidential, time-sensitive materials. He is thoroughly familiar with, and has set up many of, the control systems that ensure all the work product is timely, efficient, and of outstanding quality. He has attended many conferences on effective management, has instructed in such conferences, and has developed and presented management courses to other managers, to include developing and presenting such courses at The Judge Advocate General's School at the University of Virginia, Charlottesville, Virginia. He has owned and operated a transcription/court reporting business since 1992.

- Administrative management will also be performed by Susan J. Runyon. She handles the financial, legal, and liaison functions with the corporate accountant and attorney, manages the budgetary functions for the office, and processes and controls the invoicing for the corporation. She has an associate's degree in management and has been operating her own business for over eight years.
- The Management Staff of L S Services has for many years maintained positive, honest, and responsive communications with all of its clients, including doctors, lawyers, judges, and other professionals. We are not new to the level of sincerity and professionalism required to perform large volume transcription of a highly sensitive material.
- Our clientele include Welch Community Hospital, Thomas Memorial Hospital, Abbeville County Memorial Hospital, Valley Health Services, Alexian Brothers Health System, University Care Plus in Houston, Lahey Clinic in Burlington, North Shore Long Island Health; the lawyers and judges who manage and operate the Office of Judges for the West Virginia Insurance Commission and the Board of Review for the West Virginia Bureau of Employment Programs; and doctors and lawyers throughout the United States, to include Oregon, Utah, Kentucky, Ohio, West Virginia, Pennsylvania, Virginia, and Maryland, Florida, Texas, New Jersey, and Connecticut and more. We shall provide the required reference listing below

B. Vendor shall provide all supplies, postage, shipping and dictation equipment necessary for transcribing and dictating, and be responsible for all cost associated with the providing of said services within their office location, including a toll-free telephone number or local telephone number to receive dictation, providing access for a maximum of 30 users.

- We shall supply all supplies, postage, shipping, and dictation equipment necessary for transcribing and dictating, and further acknowledge that we are responsible for all costs associated with providing of said services within our secure office location, to include providing a toll-free (800) telephone number or local telephone number for use by the hospital staff for 30 users or more.

C. Vendor shall provide references of at least three (3) hospital clients from whom the vendor has provided professional medical transcription services.

- References for L S Services, Inc.,/iMedX, Inc., are listed below:

LOCATION/ VALUE	WORKLOAD PER YEAR	TIME PERIOD	SUMMARY
THOMAS MEMORIAL HOSPITAL Charleston, WV POC Debbie Bennett (304) 766-5383	Approx 1 million lines per year	Open-ended contract. Initially began this work in 2002.	Teledictation of hospital medical reports, which includes emergency room reports and discharge summaries, as well as radiology/imaging reports. We connect to their system via a secure Cisco VPN connection and transcribe directly into the hospital's medical records system. Turnaround times of 24 hours or less, 7 days a week.
WELCH COMMUNITY HOSPITAL Welch, WV POC Shirley Riffe (304) 436-8642	Approx. 700,000 lines	Three-year contract began in July 2001. Transcribed under contract for seven years. Have been waiting approximately one year for the rebid.	Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire hospital medical reports, which includes the full range of hospital reports, to include operative reports, emergency room reports, x-ray reports, pathology reports, et cetera. Turnaround times of 24 hours or less, 7 days a week.

ABBEVILLE COUNTY MEMORIAL HOSPITAL Abbeville, SC POC Janice White or Dorothy Hall (864) 366-3313	Approx. 100,000 lines per year	Open-ended contract. Have transcribed their work for more than 5 years.	Transcribe overflow work comprised of the full range of medical hospital reports. Transcribe directly into their iChart Dictaphone system.
ALEXIAN BROTHERS HEALTH SYSTEM Elk Grove, IL POC Patty Christenson (847) 956-4119	450,000 lines per month	Open-ended contract	Full range of hospital medical reports.
TEXAS MEDICAL CENTER, University Care Plus Houston, TX POC Keil Albers (713) 500-6942	250,000 lines per month	Open-ended contract	Full range of hospital medical reports.
LAHEY CLINIC Burlington, MA (POC) Monica Fazio (781) 744-1649	Approx. 2 million lines per month	Open-ended contract	Full range of hospital medical reports.
WEST VIRGINIA DDS OFFICE Charleston and Clarksburg, WV POC Ken Lim (304) 343-5055	Approx. 2 million lines per year	Three-year contract began in 2005. Previously performed this work the late 1990s, early 2000s.	Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire range of DDS reports. Delivery is electronic via our TurboScribe platform.
SOUTH CAROLINA DDS OFFICE Columbia, SC POC Ken Norris (803) 896-6393	Approximately 2.8 million lines per year	Three year contract. Initially began this work in February 2004. Won the rebid for another 3-year contract.	Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire range of DDS reports. Delivery is electronic via our TurboScribe platform

<p>DELAWARE DDS OFFICE New Castle, DE POC Stacey Miranda (302) 324-7650</p>	<p>Approx. 360,000 lines per year</p>	<p>Three-year contract began in 2008.</p>	<p>Teledictation via a toll-free telephone number into our central digital dictation system. Transcription of entire range of DDS reports. Delivery is electronic via our TurboScribe platform.</p>
<p>WEST VIRGINIA INSURANCE COMMISSION Office of Judges Charleston, WV POC Judge Rodak (304) 558-1966</p>	<p>Approx. 3.5 million lines per year</p>	<p>Initially began this work in 1996. Awarded consecutive three-year contracts upon rebids. We recently entered our 12th year of providing services.</p>	<p>Digital voice transfer and teledictation via a toll-free telephone number into our central digital dictation system. Transcription of decisions and orders regarding workers' compensation benefits cases involving a high incidence of medical terminology. Transcription of Occupational Pneumoconiosis Board proceedings involving a high incidence of medical terminology, including x-ray interpretation. Also, transcription of multi-voice cassette tapes of administrative hearings held throughout WV.</p>
<p>VALLEY HEALTH SYSTEMS Various offices throughout West Virginia, Ohio, and Kentucky. POC Mandi Pitsenbarger (304) 525-3334</p>	<p>Approximately 600,000 lines per year</p>	<p>Open-ended contract since 2000.</p>	<p>Digital voice transfer and teledictation via a toll-free telephone number into our central digital dictation system. Transcription of the full range of medical/clinical reports. Delivery is electronic using our TurboScribe platform. Turnaround time of 24 hours or less.</p>

2.) Scope of Work:

Our technology covers three areas: Dictation, Transcription, and Document Delivery.

Dictation: Doctors have the choice of using digital recorders or telephone to dictate. The digital recorders we recommend are standard in the industry. For those doctors preferring a telephone, they will dial a toll-free number and dictate into our robust dictation server network. As of the date of this RFQ, we are implementing server-side speech recognition. Our founding team has vast experience with speech recognition and we believe the state of current speech recognition technology is of limited value. We believe speech recognition technology when used in certain cases can be highly productive. However getting to that value will take time for each doctor that we process through speech recognition. Furthermore, there is a human factor element. Speech editing is a different skill set than traditional transcription. The staff for speech editing has to be carefully selected and managed with this understanding.

The dictation system automatically enters the report identifying information into a database system that is used to control the work assignment. The information entered into the database includes the dictator's ID number, the date and time called in, the worktype, the claimant number, the length of the dictation, and several other types of administrative data used to control workflow.



Multiple callers may access the system at one time. The dictation is not erased upon completion of the transcription. When the report is signed off, it is transferred to a holding system that will maintain the voice recording for the length of time deemed necessary either by prudent work practices or based upon contractual requirements.

Transcription: If the doctor uses a digital recorder, our EZUpload application seamlessly uploads the voice files to the server. If the telephone is used, a series of workflow application modules manage the movement of the voice file through the transcription and quality editing process. Depending on customer requirements, TurboHL7 is utilized for accessing ADT information to pre-populate screens for the transcriptionists, and for various other purposes in the workflow. Various information is extracted from the document and ADT, populating our database with key information and statistics. The document is finally deployed for delivery through TurboScribe.

Supervisors assign the work based on the priority established by your office. The dictation system provides the Supervisors with the database information so that

the transcription work may be distributed in a manner so as to ensure its completion within the required turnaround time.

Medical transcriptionists use the transcription platform TurboFlow. That system provides the transcriptionist with the administrative data entered by the dictator, as well as the recorded report. The reports are transcribed into networked and password protected new PCs in such a manner as to readily identify the type of work, the location, and the provider/dictator.

Upon completion of the transcription, the report is reviewed for quality assurance purposes. Once the QA process has been completed, the report is immediately available to you, the client, online using our secure document management and delivery platform, TurboScribe, which employs 128-bit SSL encryption.

We use a database management system to track all of its medical and legal reports. The reports are entered into the database as they are prepared. The database has fields that identify the date typed, date dictated, dictator, transcriptionist, patient identification information, and other information necessary for administration of our system for tracking and billing. It is through this database system that we have the ability to immediately respond to questions regarding the status of reports. Please see the following screenshot which shows the color-coded status details.

VF ID	Voice File Name	Doctor Name	Transcriptionist Name	Vendor Name	Voice File Name	Status Item	Color	Description
2388253	82861 Default 10314 0	McMillin Vick	McMillin Vick	TMTS	2009-06-29	MTNA		Not yet allocated to Transcriptionist (MT)
2380198	82861 Default 10347 0	McMillin Vick	McMillin Vick	TMTS	2009-06-29	MTAL		Allocated to Transcriptionist (MT)
2390318	82861 Default 10353 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	MTCO		Completed by Transcriptionist (MT)
2390889	82861 Default 10356 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	PRAL		Allocated to Proof Reader (PR)
2392128	82861 Default 10370 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	PRCO		Completed by Proof Reader (PR)
2392129	82861 Default 10371 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	QAAL		Allocated to Quality Analyst (QA)
2392141	82861 Default 10383 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	QACQ		Completed by Quality Analyst (QA)
2392572	82861 Default 10385 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	FQAL		Allocated to Final Quality Analyst (FQA)
2392820	82861 Default 10387 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	FOCO		Completed by Final Quality Analyst (FQA)
2392821	82861 Default 10388 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	QSNA		Not yet allocated to Quality Supervisor (QS)
2392822	82861 Default 10389 0	McMillin Vick	McMillin Vick	TMTS	2009-06-30	QSAL		Allocated to Quality Supervisor (QS)
1848410	83360 Default 0901130	Cynthia Chu	Chu LSS	LSS	2009-01-13	QSCQ		Completed by Quality Supervisor (QS)
1849413	83360 Default 0901130	Cynthia Chu	Chu LSS	LSS	2009-06-30	QSCO		Completed by Quality Supervisor (QS)
2389408	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	UPLD		Uploaded to client
2389410	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	HIGH/STAT		STAT/HIGH Priority dictations shown in red font
2389411	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	00:31	High	WandaM Skip Skip Skip MTAL -18
2389412	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	01:23	High	WandaM Skip Skip Skip MTAL -18
2389413	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	01:04	High	WandaM Skip Skip Skip MTAL -18
2389414	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	00:04	High	WandaM Skip Skip Skip MTAL -18
2389415	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	00:38	High	WandaM Skip Skip Skip MTAL -18
2389416	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	00:43	High	WandaM Skip Skip Skip MTAL -18
2389417	83360 Default 0906300	Cynthia Chu	Chu LSS	LSS	2009-06-30	00:15	High	WandaM Skip Skip Skip MTAL -18
1916935	83362 Default 0902051	Valerie Chu	Chu LSS	LSS	2009-02-11	00:02	High	Bhanu R Swathi K Debbie A QAL -83
1923366	83362 Default 0902111	Valerie Chu	Chu LSS	LSS	2009-02-17	00:01	High	Bhanu R Swathi K Debbie A QAL -83
1954168	83362 Default 0902170	Valerie Chu	Chu LSS	LSS	2009-06-30	01:48	High	WandaM Skip Skip Skip MTAL -18
2389397	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:32	High	WandaM Skip Skip Skip MTAL -18
2389398	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:53	High	WandaM Skip Skip Skip MTAL -18
2389399	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:32	High	WandaM Skip Skip Skip MTAL -18
2389380	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:01	High	WandaM Skip Skip Skip MTAL -18
2389361	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	01:19	High	WandaM Skip Skip Skip MTAL -18
2389362	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:57	High	WandaM Skip Skip Skip MTAL -18
2389363	83362 Default 0906300	Valerie Chu	Chu LSS	LSS	2009-06-30	00:57	High	WandaM Skip Skip Skip MTAL -18

Dictations received in 24 hrs: 653 Dictations allocated: 8 Dictations Pending: 666

Developed and Powered by iSENTEC, TF-File Monitor V4.8 P Dictations Selected: 0 Total Duration(MM:SS): 00:00

Screenshot of File Monitor Screen

Document Delivery: Once the file is transcribed and quality-checked, it is placed in a repository accessible to TurboScribe. Here, based on customer needs the document can be automatically exported into the Hospital Information System via HL7. Most customers prefer to use TurboScribe to review and edit the document as needed before triggering the export. Once in TurboScribe, the user has a rich feature set to manage the document and distribute to all authorized recipients in a paperless way. Please note that we will also provide means for the doctor to listen to the original dictation while editing/reviewing the transcribed medical report. Below is a screen shot depicting the system.



Features

The screenshot displays the TurboScribe Transcription Management Software interface. At the top, it says 'Color coded for workflow'. Below this is a menu bar with options: UPLOAD, TRANSCRIPTS, EXPORT, REFERRALS, REPORTS, and GUIDE. The main area is titled 'Working Area for Transcripts and Letters' and includes a legend for document status: Unopened Document, Opened Document, and Modified Document. A search filter is set to 'All'. Below the legend is a table of transcripts with columns for Transcript ID, Patient Name, Doctor Name, Date of Service, Date of Dictation, Line Count, Note type, Printed/Sort, Voice, Signed/Exported, and Archive/Print/Export. A 'Search by date or name' callout points to the search filters. A 'Sign and lock' callout points to the 'Sign' and 'Print' buttons in the table. An 'Open and edit transcripts' callout points to a transcript entry. A 'Listen to dictation' callout points to a playback control bar showing '00:50:472' and 'Slow Play Fast Play' buttons. A 'Fax & email to colleagues' callout points to a 'Switch User' button. A 'Sign and lock' callout also points to a 'Sign' button in a different part of the interface. The bottom of the screen shows a Windows taskbar with the time 9:21 AM on Monday.

Fax & email to colleagues

www.imedx.com

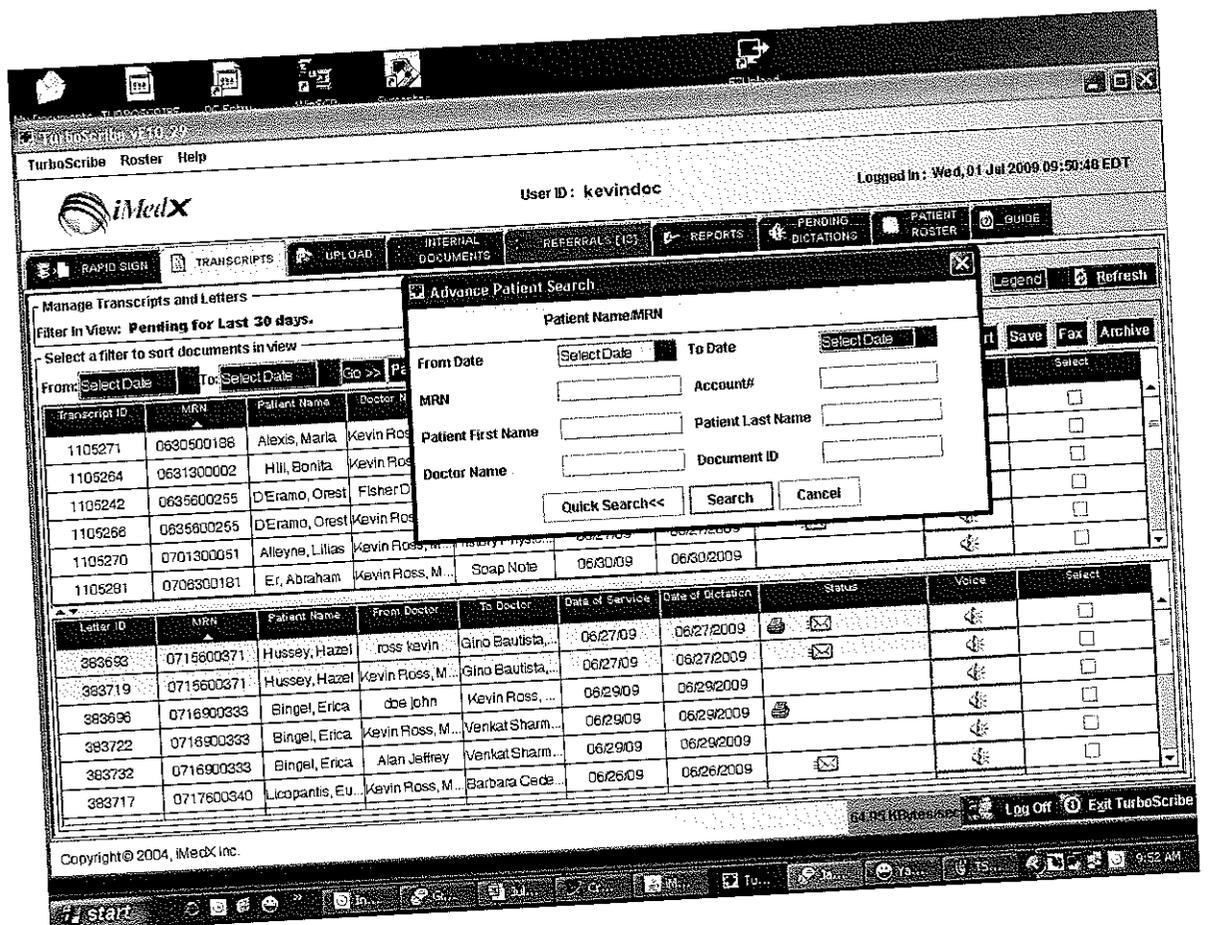
TurboScribe Features

- Ability to manage multiple physicians, locations. With our 'super-user' ID, a medical records administrator, can view and correct transcripts for groups of physicians, on one single view or screen.
- Electronic sign-off capability. Physicians can electronically approve and sign off on documents from any location. Once the document is signed, it cannot be altered. We also facilitate a dual-signoff for residents and physicians.
- Eliminate the need to fax transcripts via our automated fax/email/display directly from the desktop, thus saving costs and improving administrative productivity.
- Greater flexibility in integrating physician practices with hospital systems (HIS). Since our technology is standards-based, any physician that uses our software, can have a common interface to both hospital records as well as office systems.
- Integrate with any medical record system that has a standard HL7 interface. We also integrate with non-conforming EMR systems as needed.
- Listen to original dictations online. With one click you can play back the doctors dictation, in case there are any doubts on particular words, names, medical terms, or phrases.
- Easy, instantaneous, database-driven lookup and retrieval. You can pull up transcripts by patient name, physician, date ranges, etc.
- Save time through visual, color workflow cues. With one glance, you can see where in the workflow a particular transcript is.
- Use a digital recorder or telephone. Dictations are sent to our servers with one click of a button or a simple phone call.
- Automatically upload dictations. Dictate into the recorder and plug it in. Dictations are uploaded automatically to our servers via our EZUpload™ software.

Answers to the specific subparagraphs under Paragraph 2 Scope of Work follow:

- A. *The system shall allow for continuous 24 hour operation.*
- Our system is available 24/7, regardless of weekends and holidays.
- B. *Dictation must be accepted 24 hours a day, seven (7) days per week, 365 days a year via toll-free telephone number or local telephone number.*
- Our system is available as specified via a toll-free (to the hospital) telephone number and can also accept digital voice file uploads from the hospital.

- C. The system will allow voice files and data files to be transferred to any PC.
- Our system allows voice files and data files to be transferred to any PC via the client-side software in TurboScribe. This transfer is within a secure environment using 128 bit encryption.
- D. The system must be able to locate reports by work type, date transcribed, dictator and ID number.
- Our system does all the above, and then more. Every report dictated by the hospital is kept within the system for immediate retrieval either by the dictator or by an authorized staff member or by a hospital super user. The search system permits finding reports by all the above, as well as by date range, patient name. Further, any field that is captured in our system may be used to track/find reports. Please see the screenshot below.



Screenshot of a Search

- E. The system shall allow dictators to prioritize their work.
- Dictators may prioritize their work either as normal turnaround or as priority. The system will ensure the priority dictation is processed first.
- F. The system shall provide the ability to listen to voice header information regarding a dictation such as: type of report, dictated by and dictated on.
- Our system presents the entire voice file to the dictator, authorized admin staff, and hospital super users so that not only the administrative information may be validated, but also the entire dictation may be reviewed and compare to what was transcribed. The voice file remains with the stored/archived document for future reference.
 - Please see the screenshot below. The dictator or reviewer may click on the speaker icon and the voice file will play back.

The screenshot shows the TurboScribe v10.79 interface. At the top, it displays 'User ID: kevindoc' and 'Logged In: Wed, 01 Jul 2009 09:50:48 EDT'. Below the navigation bar, there is a table titled 'Signing Transcripts & Letters'. The table has columns for ID, ACR#, Work Type, Patient First Name, Patient Last Name, Doctor Name, PA Name, Date of Service, Date of Solution, Audio, and Status. Each row represents a dictation, and a speaker icon is visible in the 'Audio' column for each entry.

ID	ACR#	Work Type	Patient First Name	Patient Last Name	Doctor Name	PA Name	Date of Service	Date of Solution	Audio	Status
363696	071600371	Letter	Hazel	Hussey	ross Kevin		06/27/09	06/27/2009	🔊	
363696	071600393	Letter	Erica	Bingel	doe John		06/29/09	06/29/2009	🔊	
363717	0717600340	Letter	Eulancia	Licopantis	Kevin Ross, M.		06/28/09	06/26/2009	🔊	
363719	071600371	Letter	Hazel	Hussey	Kevin Ross, M.		06/27/09	06/27/2009	🔊	
363720	0719100373	Letter	Donald	Gorry	Kevin Ross, M.		06/23/09	06/26/2009	🔊	
363722	071600393	Letter	Erica	Bingel	Kevin Ross, M.		06/29/09	06/29/2009	🔊	
363723	0719400339	Letter	Betty	Clark	Kevin Ross, M.		06/30/09	06/30/2009	🔊	
363724	071600393	Letter	Jessy	Aaronson	Kevin Ross, M.		06/30/09	07/01/2009	🔊	
363732	071600393	Letter	Erica	Bingel	Alan Jeffrey		06/29/09	06/29/2009	🔊	
363733	0719400339	Letter	Betty	Clark	Alan Jeffrey		06/30/09	07/01/2009	🔊	
363734	071600393	Letter	Jessy	Aaronson	Alan Jeffrey		06/30/09	06/26/2009	🔊	
363774	0717600340	Letter	Eulancia	Licopantis	John Doe		06/28/09	06/26/2009	🔊	
1105261	0701000415	History/Physic.	Paul	Nealis	Kevin Ross, M.		06/23/09	06/23/2009	🔊	
1105262	0716000075	History/Physic.	Lawrence	Labrecque	Kevin Ross, M.		06/25/09	06/25/2009	🔊	
1105263	0716000194	History/Physic.	Phillip	Joy	Kevin Ross, M.		06/25/09	06/25/2009	🔊	
1105264	0631300022	Psychiatric Ev.	Bonita	Hill	Kevin Ross, M.		06/25/09	06/25/2009	🔊	

Screenshot of TurboScribe Showing Speaker Icon

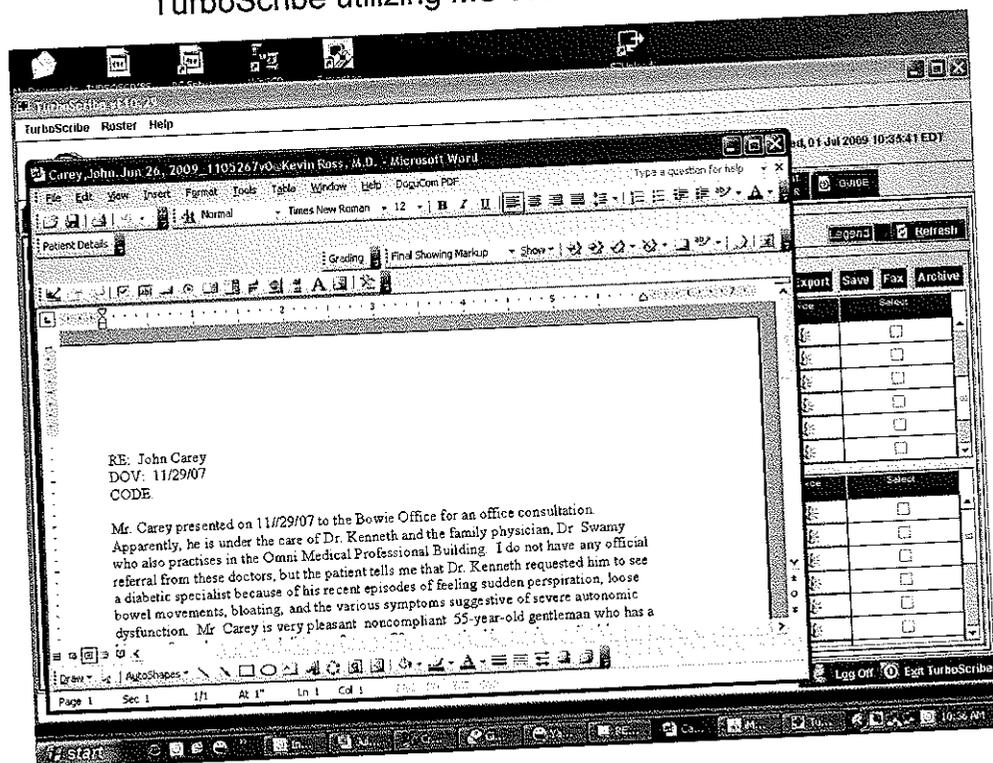
- G. The system shall provide the dictator the ability to insert and delete dictation.
- Our system provides that functionality through use of the telephone keypad. Press rewind. Listen to the report to the insertion point, then press record.

H. Vendor must provide a common document delivery software system for the facility and the outsourced vendor.

- Our document delivery system, TurboScribe, meets this requirement without a doubt. Through use of the TurboScribe system, the hospital, its staff, and the dictators all access the same data we do using our TurboScribe platform. We provided a demonstration of the system approximately one year ago to the DHHS and Welch Hospital staff. The system has a web interface and is secured via 128 bit encryption.

I. Software utilized by the vendor shall be Microsoft Word 2003 or higher for Windows XP or equal to be compatible with the facility's existing software.

- The TurboScribe system is totally compatible with MS Word/Office 2000 and higher, to include MS Word/Office 2007. Additionally, our system functions appropriately with Windows XP and with the Vista operating systems.
- Please see the screen shot of a sample document opened in TurboScribe utilizing MS Word.



Screenshot Showing MS Word Document Opened

J. Transcribed reports shall be provided to the hospital within twenty-four (24) hours. This includes, but is not limited to, history and physicals, operative reports, x-ray reviews, pathology reports, echocardiograms,

letters and consults, etc. STAT report requests shall have a turnaround time of no more than ninety (90) minutes, and discharge summaries are to be completed and returned within forty-eight (48) hours.

- We have the staff and system that will meet or exceed these requirements. Our document delivery system, TurboScribe, provides completed reports online within minutes of the reports being uploaded to the hospital. Our process ensures that turnaround time (TAT) is monitored and controlled. Supervisors closely monitor the workload and make allocation adjustments routinely throughout the day to ensure that TAT requirements are not exceeded.

K. An accuracy rate of 98% is required. Vendor shall be responsible for all necessary quality control procedures in this regard. Quality control reports will be provided quarterly to the facility's Health Information Manager.

- Our system provides Quality Control reports routinely. These reports are used by management to ensure that we meet and/or exceed the 98% accuracy requirement. We monitor the performance of each transcriptionist and each QA, to include the TAT at each step. Our system provides prompt feedback from the QA to the transcriptionist via a marked up/edited document in the FeedBack tab of the transcription software.
- Our quality control procedures are as follows:
- Daily routine quality review checks begin with the experienced transcriptionist. Reports are also checked by the supervisor.
- Additionally, reports are automatically provided to our QA staff for review. If any doubt remains as to what the dictation calls for, an additional check will be made with associate medical staff, doctor/nurse, who will confirm the correctness of the transcription.
- Management personnel constantly/daily monitor the incoming dictation and produced transcription so as to ensure that all dictation received is completed and transmitted/mailed within the prescribed time period. Logs are kept to verify this information and to determine our turnaround time for all dictation.
- Management checks transcription for any gross errors. Repeated problems from the same transcriptionist are not

tolerated. Corrective action will be taken in a timely manner, to include discharge/replacement if so required.

L. Vendor shall perform all work in a secure facility/area which ensures confidentiality of all reports.

- Security is our primary concern. The 10,000 square foot brick building owned by L S Services, Inc., is secured by



means of access codes and surveillance cameras, as well as automated alarming via a central station service. L S Services ensures that every necessary precaution is taken to safeguard all information.

- L S Services is located in South Point, Ohio, in its own 10,000 square foot, single occupancy office building. Entry is through a secure front door opening to a foyer/lobby area. Further access is not permitted past the lobby without either being an employee or being escorted into the work areas. Security is a key element to our operations, and security training is conducted on a routine basis.

- The office entrances are monitored via electronic surveillance, 24 hours a day. The electronic surveillance includes both door/window monitors and motion detectors. When the office is unmanned, the electronic surveillance system will alert the local sheriff of any unauthorized access, who responds within minutes, and will alert the management/owners, all within 15 seconds of an alarm being activated. Should anyone illegally gain entry, in addition to the silent alerting of the sheriff and others, there is an audible loud, shrill alarm that is immediately triggered.



- The first entry area into the building is into a foyer. Further entry requires passage through another locked door. In other words, there are two locked doors to go through before

entering into the work area, an outside door and an inside door.

- The central digital dictation system is behind another locked door.
- The Ohio State Patrol office is within one mile of the office. The local police office is within two miles of the office. Security checks are performed routinely when the building is not manned.
- Additionally, our automation and transcription/dictation equipment are protected through surge and lightening protectors, as well as through the use of an uninterrupted power supply that provides for normal shutting down of equipment should the building power supply be interrupted, an added security measure against loss of data.
- Surveillance cameras have also been installed throughout the facility to enhance our security functions. The cameras are connected to a 24-hour recorder that records all activity on videocassette tapes.
- The manager has supervised classified documents control, up to and including top secret documents, for over 15 years in the federal government, as well as supervised automation/computer security. Personnel files are maintained in a locked/secure area. Transcribed reports are mailed as quickly as possible to eliminate access to printed sensitive documents left over from the previous day. Automation systems all have controlled access.
- Our system checks and double-checks are set up so as to ensure documents go only where they are intended.
- We maintain a 24-hour monitoring system through use of modems and dedicated telephone lines. The system automatically notifies the manufacturer when there is a suspected problem, and through use of a remote access system, the manufacturer's technical department in Florida accesses the dictation system, assesses the reported problem, and if necessary may make adjustments/repairs on the spot or calls in a local technician, who is located only minutes away.

- The system uses mirrored hard drives to ensure that if one has a problem, there is a duplicate recording/record on another.
- Additionally, we have installed a UPS system that will keep the dictation system alive during any emergency power outage and, if necessary, will shut the system down properly so as to avoid any loss of dictation/information. Should a problem occur where the system has a need to shut down, the SOS system will also alert the manufacturer's technical department and our management staff so that remedial action may be taken immediately.
- Finally, if for some reason a need would occur to require our system to be temporarily out of service, the local manufacturer's technical representative will immediately install another comparable system for us to use. There will be no change to the way reports are dictated and transcribed. The dictator will not know that a change has occurred.

M. Vendor shall adequately train all transcription staff in professional medical transcription to guarantee the production of work within the time frames and quality requirements set forth. All transcriptions will be performed within the Continental U.S.

- Our all U.S. staff have at least three years of medical transcription experience, and are headed by a supervisor with over 10 years of experience in medical/hospital transcription and who is a **Certified Medical Transcriptionist**. Our very best transcriptionists will be assigned to this project. We transcribed the medical reports for Welch Community Hospital for many years and fully understand what it takes to provide the type of world-class services the hospital needs and deserves. Additionally, our Proofers are headed by a supervisor who has over 8 years of medical/hospital transcription experience.
- From among our staff we have people who have been transcribing medical reports for more than ten years; have seven years' experience, along with nursing classes at a local university; or is an x-ray technician.
- All transcriptionists have attended medical transcription and medical terminology classes. Each

is fully qualified to perform the individual function assigned in regard to this contract.

- The majority of transcriptionists are continuing their education through college attendance, and several have nearly completed their bachelor's degree in the medical administrative support services area. Additionally, one transcriptionist has an MA in English at this time.
- We have professional staff who have experience and training in both the medical and legal fields. The depth of experience includes the entire range of hospital reports including the various medical subspecialties, such as, cardiology, endocrinology, gastroenterology, oncology, orthopedics, urology, pathology, vascular, radiology, psychiatry, pulmonary, and nephrology, along with Federal disability agency reports, such as, Social Security Disability examinations, as well as transcription of legal proceedings, such as, depositions, hearings, arbitrations, and trials.
- While transcribing the report, each transcriptionist has an on-line medical dictionary, drug dictionary, and non-medical dictionary available to confirm spelling and correctness of a term. These references stay available on-screen through use of windows in the Windows operating system and are immediately available. Once accessed, the transcriptionist just has to type in the word the way it sounds and the reference program immediately will either confirm the correctness or offer alternatives to be considered. Also, the references provide definitions that further clarify the correctness of the word/term. This eliminates manually looking up words/terms in books and other hard copy reference material.
- Our transcriptionists are trained in security matters immediately upon hiring, and refresher training is conducted on a routine basis. Transcription staff receive ongoing training and refresher training regarding confidentiality/security so as to ensure their awareness of, and compliance with, the requirements of confidentiality in all the information processed.

Additionally, management staff closely monitor all activities to further enhance and ensure that confidentiality of data is strictly adhered to. Our staff are familiar with, trained on, and adhere to the requirements of the Privacy Act.

- Further, we provide internship training for local vocational educational institutions that provide medical transcription courses. This internship provided by us is an integral part of their academic requirements for graduation.

N. Vendor must provide interface to hospital demographic information system (Easy Access (EZ-Access) or equal) to obtain patient demographic information.

- We have a wealth of experience interfacing with hospital information systems, to include HL7 interfaces. The EZ-Access web browser interface for patient demographics can be integrated into our process. EZ-Access, a PATCOM product, securely facilitates the sharing of patient data and is entirely compatible with our secure document delivery system, TurboScribe. We employ a host of IT staff who will work with the hospital IT staff to set up an interface that is secure and acceptable to the hospital.

O. Vendor must have a secure web portal for the downloading of encrypted WORD or equal documents for easy access by Medical Record's staff, providing access for a maximum thirty (30) users.

- Our TurboScribe document delivery system is an online, web based document delivery and management system and has SSL 128-bit encryption. Access is controlled and monitored based upon user name and password requirements. Additionally, we provide different levels of access. For instance, an administration person could have access to read and print reports, but not modify. A hospital super user may have access to read, print, and modify. The completed reports can be automatically passed to the hospital's information management system for automated insertion into the patients' electronic medical record. Additionally, the system may be used to print out the reports, download the reports to the users PC, and automatically fax the reports to preprogrammed fax telephone numbers. All these

functions are available online and in a secure environment. The number of users is virtually unlimited. We can meet and exceed the stated thirty (30) user requirement.

P. *Vendor's system must meet HIPAA (Health Insurance Portability Accountability Act) and shall be HL7 compliant for patient data download and transcribed report upload. Successful Vendor must sign WV HIPAA Business Associate Addendum.*

- Our system is, without a doubt, HIPAA compliant and HL7 compliant. We have full tracking and monitoring, and all data is 128 bit encrypted. We shall sign a WV HIPAA Business Associate Addendum should we be determined to be the successful vendor.

Q. *Vendor must provide all dictation and transcription services as required in items 2.) A thorough P., for the quoted price per line which is defined as 65 text characters with spaces.*

- All dictation and transcription services will be provided for a per line price which is based upon 65 text characters with spaces. Our provides the characters with spaces count from MS Word and divides that total by 65 to arrive at the total line count "per document." The hospital will be able to verify on a "per document" basis the per line charges that are invoiced. For instance, a document that has 845 characters with spaces as counted by MS Word, will be billed at 13 lines ($845/65 = 13$). That information will appear as an attachment to our invoices, and is available on demand online in our TurboScribe system.

R. *The system must meet the following requirements:*

1. **VOICE PROCESSING SYSTEM EQUIPMENT OVERVIEW**

a. *The system shall be a digital recording system that will service 30 total system users.*

- Our system is total digital recording and can manage well in excess of 30 system users for Welch Community Hospital.

b. *The primary functionality of the system will be for dictation and transcription purposes; however, listen access through security levels will be required. Secondly, the system must automatically assign specific work types to Transcriptionist prior to a user defined delinquency status (ex. H&P's within*

24 hours) being violated. This will ensure that the facility improves its overall report delinquency totals.

- First, listen access is available based upon whatever security scheme the hospital wants to employ. Dictators can listen to their dictation. Administration staff may have access to certain dictation, and super users may have access to the entire system.
 - Secondly, work is assigned based upon turnaround time (TAT) protocols. Oldest jobs are assigned out first. Additionally, we have the ability to set up pools and pool scripts that further automate the job assignment process to specific transcriptionists. We have found that using the oldest job first in regard to TAT and with pools and pool scripts, delinquent reports are greatly reduced and eliminated.
- c. *The system must allow specific users to generate productivity reports, assign jobs, and perform job inquiries from any touchtone telephone.*
- Authorized users can generate productivity reports, assign jobs, and perform job inquiries from any touchtone telephone through our system.

2. SYSTEM OPERATIONS-GENERAL DICTATION VOICE ACCESS

- a. The vendor must have a unique dictator profile database.
- b. The dictator database (dictation profile) must manage the way the system responds to each user.
- c. The vendor's unique dictator database must control the following activities for each user:
 1. User logon (Valid ID and Password).
 2. Prompt language.
 3. User priority level.
 4. Open jobs.
 5. Inactivity logoff.
 6. Message delivery.
 7. Message auto-play.
 8. Initial activity (dictation, listen).
 9. VOX recording.
 10. Prompts (short or brief)
 11. Rewind increment.

12. Feature conformation tones.
 13. Listen access (enable/disable)
 14. Listen mode accessible work types.
 15. Listener messaging.
 16. Job voice information header.
 17. Listen review order (FIFO/LIFO)
 18. Listen query default (patient, physician, and subject).
- d.* The system's prompts must be interruptible for user bypass once system proficiency is obtained.
- e.* The system's prompts must be concatenated.
- f.* The system's dictation prompts must match departmental and user operation requirement by prompting the following users in appropriate manner:

GENERAL STAFF -- "Please enter Physician I.D. and Work Type, and Patient Number."

- g.* The system must allow users to control the speed dictation when rewinding and listening to dictation while in dictation mode.
- h.* The system should allow users to insert and delete specific sections of dictation.
- Our digital dictation system can perform all of the above functions as required, and is totally configurable so as to meet the hospital's requirements. Our user profile database is flexible enough to permit or not permit functions, to add or remove certain prompts, to allow or not allow access to certain levels.
 - The system goes many steps further in regard to report delivery functions in that through TurboScribe, authorized users can listen to the initial dictation recording while reading, modifying, printing, faxing, or even archiving the completed reports, all right online.
 - Prompts can be set up in any manner and order required by the hospital and are concatenated. Listening functions are fully available. Dictation methods, to include speeds, are assignable.

- Our dictation system can meet or beat all of the above requirements.

3. **SYSTEM OPERATION-GENERAL TRANSCRIPTION VOICE ACCESS**

- a. The system must have a unique Transcriptionist database (transcription profile). The transcription database must manage the way the system responds to each Transcriptionist.
- b. The system's unique transcription database must control the following transcription activities for each Transcriptionist:
 1. User Logon (Valid I.D. and Password).
 2. Prompt language.
 3. Self assignment (enable/disable).
 4. Skip job.
 5. Job interrupt.
 6. Intercom reception.
 7. Transcription Messaging.
 8. Flag jobs.
 9. Inactivity logoff.
 10. Prompts (short or brief).
 11. Backspace increment.
 12. Feature confirmation tones.
 13. Transcriptionist hang-up (return/interrupt).
 14. Job voice information header.
- c. The system must automatically replay instruction prompts after a user defined time setting for the aid of first time users.
- d. The system's prompts must be interruptible for user bypass once system proficiency is obtained.
- e. The system's prompts must be concatenated.
- f. The system must allow certain Transcriptionist to self-assign jobs by:
 1. Physician (author).
 2. Patient.
 3. Work type.
 4. Job number.
 5. Department.
 6. Priority level.
 7. Special designator.
 8. User defined work category.
- g. The system must allow all Transcriptionist to perform job inquiries from their transcription stations.

- h. The system must allow each Transcriptionist to access his or her productivity statistics from the transcription voice terminal.
- i. The system must allow Transcriptionist to control the speed of dictation, without distorting the voice, at a rate of +/-50%.
- j. The system must have help prompts that are activated by the user.

- The transcription platform, TurboFlow, has all of the above functions and even more. The transcriptionist is presented with the jobs in TAT order, and further designated by priority. The screens provide all information necessary to determine the dictator, the type of report, the appropriate formats/templates, etc.
- Upon completion of transcription and proofing, the transcriptionists have a FeedBack tab that presents him/her with a marked up copy of the report showing what was edited/changed during proofing so that the transcriptionist has prompt and online visible feedback of any error in their transcription. Transcriptionists are required to review their feedback routinely.
- We have the ability to assign work manually, automated through pools and pool scripts, automated through database profiles, etc. Depending upon the needs of the hospital and the workload, we can quickly and effectively assign work to meet current and changing demands, to include transcriptionist self assign.
- Productivity feedback is also automatically provided to the transcriptionists online.
- Dictation playback is controlled through use of a foot pedal and the

ExpressScribe software, which is integrated into our transcription platform, TurboFlow. The transcriptionist has full control over rate of speed.

- Our transcription platform, TurboFlow, can meet and exceed all of the above requirements.

4. SYSTEM OPERATION-GENERAL LISTEN ACCESS

- a. The system must have a unique listener database (listener profile).
- b. The listener database must manage the way the system responds to each listen only user. The system's unique listener database must control the following listen activities for each listen only user:
 1. User logon (Valid I.D. and password).
 2. Prompt language.
 3. Prompts (brief/long).
 4. Accessible work types.
 5. Inactivity logoff.
 6. Listener Messaging.
 7. Job voice information header.
 8. Listen review order (FIFO/LIFO)
 9. Listen query default (patient, physician, subject).
 10. Rewind increment.
- c. The system must automatically replay instruction prompts after a user defined time setting for the aide of first time users.
- d. The system's prompt must be interruptible for user bypass once system proficiency is obtained.
- e. The system's prompts must be concatenated/linked.
- f. The system must automatically move to the next voice file upon completing the delivery of a voice file, unless the user desires to review the current file once again.
- g. The system must have help prompts that are activated by the user.
 - Again, our system provides this functionality and more. In addition to the above, which is focused on the listen feature used through telephone call in, our system provides the listen functionality through our secure, 128 bit

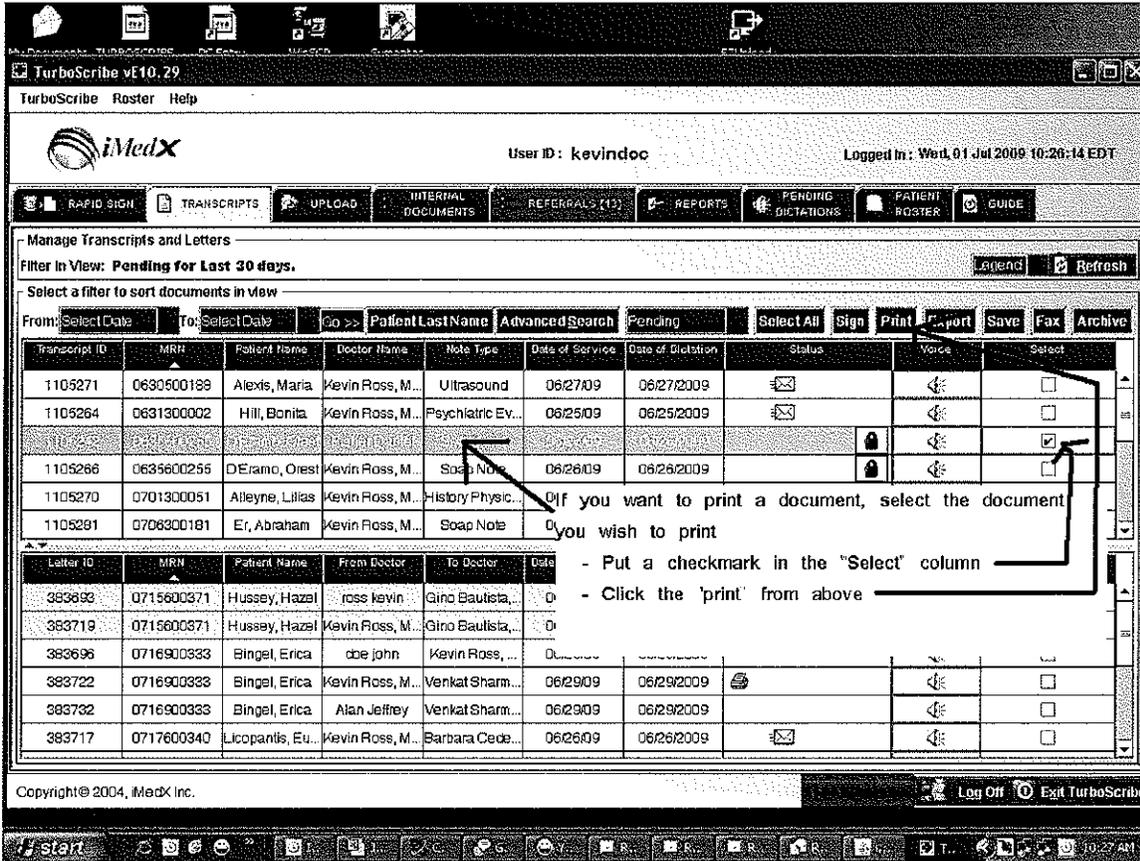
encrypted web based system,
TurboScribe.

- Not only are all the voice files presented on line in a GUI interface, but also the completed reports are available when they have been transcribed. In other words, the authorized user will have listen function only pre-transcription, and will have listen and read functionality post-transcription.

5. SYSTEM OPERATIONS-DATA MANAGEMENT AND INQUIRIES

- a. The system must have a report database.
- b. The system must allow all generated reports to be archived to the system's hard drive.
- c. The system must allow reports to be queued for output.
- d. The system must allow users to define their management reports.
- e. The system must allow users to define the data management headers of all user-defined reports.
- f. The system must allow inquiries to be printed.
- g. The system must log the following data about each job:
 1. Job Number.
 2. Author number.
 3. Author name.
 4. Department number.
 5. Department name.
 6. Work type number.
 7. Work type name.
 8. Status.
 9. Dictation station.
 10. Dictation date.
 11. Dictation time.
 12. Transcription date.
 13. Lengths in pages.
- h. The system must be able to automatically print reports based on their user-defined data and time settings.
 - Another instance where our platforms, TurboScribe and TurboFlow meet or exceed requirements. We not only provide all of the data fields and functionality above, but also we provide the online ability to auto print, auto fax, auto archive, search, compile reports, display reports, print reports, all on a preprogrammed basis or ad hoc.

- See the sample manual print screen shown below. This process may also be automated to print upon signature/validation.



Screenshot of sample manual print screen

6. SYSTEM SUPPORT-SYSTEM TRAINING

- On-site training for all system users.
- System training must be administered by a system vendor employed customer support and training specialist.
- Support and training specialist should be responsible for orchestration of all training activities.
- Visual support material to assist users in gaining optimum system operation skills.
- Supply system operation manuals.
- Support and training specialist should meet with department heads to determine system and user setup parameters.

- g. Support of individual user or group training sessions for all system users.
- h. Remote support at anytime after initial training.
 - This is an area where our system and our support staff really excel. For this project, in addition to the contract administrator, we will also be assigning a Customer Service (CS) Representative who is completely responsible for ensuring that the needs of the hospital are met. That CS Rep, in conjunction with the contract administrator, will coordinate the installation, set up, and training of all users of the system for Welch Community Hospital.
 - The CS Rep will coordinate all the IT support necessary to ensure proper installation of software, and proper interface with the hospital's Health Information System EZ-Access. The IT staff have the ability to set up the interface, and will need to coordinate with the hospital's IT staff to get the naming/field conventions to use to properly pass data from one system to another.
 - Training of the dictators and administrative staff will be handled in several phases, and based upon the hospital's scheduling. Additionally, the system has online Help and Instructions available to all users. We can do the training via GoToMeeting or similar software, or we can schedule on-site training, however the hospital prefers.
 - Support Staff, IT Staff, CS Reps, and the contract administrator are all available to the hospital either by telephone, fax, email, or instant messaging. Contact information will be provided to all appropriate personnel.

3.) Delivery, Installation, Service, Support and In-service Training:

- a. Delivery/setup of services is required no later than 30 days of issuance of Purchase Order.
- b. Vendor must provide in-service training within 30 days of the issuance of Purchase Order. Training must be provided by the successful vendor.
 - We have the ability to provide delivery/setup services and training within 30 days of issuance of a Purchase Order. We have prior

experience in transcribing the hospital's work and are prepared to begin this process immediately upon notification. Our IT staff can perform software installs either **on-site** or through **remote access** software such as CrossLoop or TeamViewer or similar software, whatever the hospital's IT staff prefers.

- Training of the hospital staff will also be available either on-site or remotely, as the hospital prefers. We will meet with the hospital staff as necessary and when necessary to ensure that proper training is provided.

4.) Reports:

- a. **USAGE REPORTS:** Every four (4) months, the contractor will submit a report (written or electronic) indicating all sales generated by this contract. The report shall list usage by facility/customer name, by line item, showing the quantities purchased, and total dollar amounts. The report shall be delivered (FAXED) to the WV DHHR, Purchasing Division, Building 3, Room 232, Charleston, WV 25305. Fax: (304) 558-2892.
 - We shall comply with the above requirement. Our system can generate the report every four (4) months or whenever the Purchasing Division requests additional reports.

5.) General Terms and Conditions:

- L S Services, Inc., and iMedX, Inc., hereby agree to all the special and general terms and conditions stated in the RFQ and certify that we meet or exceed all requirements, to include maintaining the required business insurance, at or above the required amounts, along with all the general terms and conditions found in the RFQ at paragraph 5.)A through paragraph 5.)R.
- Additionally, in regard to paragraph 5.)R **Debarment and Suspension**, neither L S Services, Inc., nor iMedX, Inc., have an entity, agency, or person associated with the corporations that is currently debarred or pending suspension from conducting business with any governmental unit.

PURCHASING AFFIDAVIT.

- The required Purchasing Affidavit is attached to our proposal per paragraph 5.)S.

BID QUOTATION.

- Our per line bid quotation is listed on the appropriate page within the RFQ document.

AGREEMENT ADDENDUM.

- The required Agreement Addendum is also attached to our proposal.

VENDOR PREFERENCE CERTIFICATE.

- No State of West Virginia Vendor Preference is requested.

OPS-ABC Form Revised 1-2006.

- We have signed the form on the top portion stating that we are not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs on in federal procurement or non-procurement programs.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WEH90034

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 804-558-0067

VENDOR

*308145108 740-377-9411
 LS SERVICES INC
 PO BOX 1153
 SOUTH POINT OH 45680

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/26/2009				

BID OPENING DATE: 07/09/2009 BID OPENING TIME 01-30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: WEH90034						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Shaw</i>	TELEPHONE 800-221-0244	DATE 7-2-2009
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WEH90034

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2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

*308145108 740-377-9411
 LS SERVICES INC
 PO BOX 1153
 SOUTH POINT OH 45680

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/26/2009				

BID OPENING DATE: 07/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY 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.</p> <p><i>Violet Khan</i> SIGNATURE</p> <p><i>Medix, Inc., & L.S. Services, Inc.</i> COMPANY</p> <p><i>7-2-2009</i> DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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	LS SERVICES INC PO BOX 1153
	SOUTH POINT OH 45680

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	454 MCDOWELL STREET WELCH, WV
	24801 304-436-8710

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06/26/2009				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		961-72		
BLANKET CONTRACT FOR DICTATION/TRANSCRIPTION SERVICE						
***** THIS IS THE END OF RFQ WEH90034 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Q.1. Who is the current vendor?

A.1. Diskriter, Inc.

Q.2. What is the rate?

A.2. \$0.1325 per transcription line

Q.3. Do they charge any fees?

A.3. No.

Q.4. Are there any extensions remaining on the existing contract?

A.4. No.

Q.5. Has the vendor been given all possible extensions?

A.5. Yes.

Q.6. Has the vendor won previous contracts?

A.6. No, only as our current vendor.

Q.7. How many years in total has the current vendor been providing medical transcription services for Welch Community Hospital?

A.7. Less than 1 year.

Q.8. Scope of Work, Paragraph E. In what way do the dictators need to prioritize their work? For example, are you referring to prioritizing by type of report (operative reports, x-ray reviews, pathology, etc.), by turnaround time, etc?

A.8. Dictators would need to designate STAT and reports requiring 24 hr TAT and could be done by work type.

Q.9. Scope of Work, Paragraph N. What is the name of the hospital system used for retrieving demographics?

A.9. E-Z Access, a PATCOM product.

Q.10. Scope of Work, Paragraph R, #1.c., Is access via the Web-based platform acceptable for performing these tasks? Our telephone system is primarily for dictation purposes, while generating reports and job inquiries is done on the Internet. Assigning jobs is a tasks provided by our service. Is this acceptable?

A.10. Yes.

Q.11. Scope of Work, Paragraph R, #2.c., Can you explain more about the following features and the capability required?

6. Message delivery

A. The “welcome” message when accessing the dictation system.

7. Message auto-play?

A. Same as #6

12. Feature conformation tones.

A. Change to “Feature confirmation tones”.

13 Listen access (enable/disable)

A. A user’s access to listen can be enabled or disabled in the profile database.

14. Listen mode accessible work types

A. The work types that a user is permitted to listen to.

15. Listener messaging

A. User receives message signifying listening mode.

16. Job voice information header

A. Job had identifying information to user.

18. Listen query default

A. Listener can listen by job #, patient ID# (medical record#), work type, dictator.

Q.12. Scope of Work, Paragraph R, #3.c., Can you explain more about the following features and the capability required?

6. Intercom reception

A. Delete

11. Backspace increment

A. Amount of backspacing of recording can be customized per transcriptionist.

12. Feature conformation tones

A. Change to “Feature Confirmation tones”.

13. Transcriptionist hang-up

A. User can continue from point of interruption.

14 Job voice information header

A. Job had identifying information to user.

Q 13 Scope of Work, Paragraph R , #4 b., Can you explain more about the following features and the capability required?

2. Prompt language

A. Listener hears voice prompts.

3 Prompts (brief/long)

A. Delete

6 Listener Messaging

A. User receives message signifying listening mode.

7. Job voice information header

A. Job had identifying information to user.

8 Listen query default

A. Listener can listen by job #, patient ID# (medical record #), work type, dictator.

Q 14 Scope of Work, Paragraph R , #5 g., Can you explain more about the feature and capability of 8. Statue?

A.14. Change to "Status". This refers to the job completion status.

Q 15. Is there a form for the bid besides what was in the initial fax with those pages to be signed. If so can you direct me to the location of the form.

A. 15. Vendor is required to have an authorized representative to sign at least one page of the bid quotation. Bid specifications/forms are available from:

Roberta Wagner
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Fax: (304) 558-4115
 Email: roberta.a.wagner@wv.gov

Q. 16. There is a fee of 150 dollars to do business in West VA? Do we need to fill this out prior to sending in the bid.

A. 16 The Vendor Registration & Disclosure Statement is not required to submit a bid, but is required prior to award of a purchase order. The fee is \$125.00 annually to conduct business with the State of West Virginia. Please see the following website: <http://www.state.wv.us/admin/purchase/vrc/pforms.htm>

Q. 17. Are the lines that are quoted for work annual?

A. 17. All work volumes are estimates only for bidding purposes only. The annual volume may be more or less than this estimate and shall not constitute a guaranteed volume of annual work.



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SHIP TO

HEALTH AND HUMAN RESOURCES
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/05/2009				

BID OPENING DATE: 07/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	961-72	OPEN-END BLANKET CONTRACT		
<p>BLANKET CONTRACT FOR DICTATION/TRANSCRIPTION SERVICE</p> <p>THE STATE OF WEST VIRGINIA, DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE DICTATION/TRANSCRIPTION SERVICES AS PER THE ATTACHED SPECIFICATIONS.</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)</p>						

SIGNATURE <i>Robert Wagner</i>		TELEPHONE 800-221-0244		DATE 7-2-2009
TITLE President	FEIN 31-1608615	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 6/22/2009. QUESTIONS MAY BE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311</p> <p>FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEN TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88 THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY</p>						

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<p>PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007 VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p>						

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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/FILE 22----- RFQ NO.:-----WEH90034----- BID OPENING DATE:-----7/9/2009----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----740-377-4559----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----LUTHER "Brad" Runyon----- ***** THIS IS THE END OF RFQ WEH90034 ***** TOTAL: _____						

SIGNATURE			TELEPHONE		DATE
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WHEN RESPONDING TO BEO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

Purpose: To obtain a contractor to provide Professional Medical Dictation/Transcription Services to Welch Community Hospital.

OPERATING ENVIRONMENT

Location: Agency is located at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

Background: Welch Community Hospital is a 124 bed hospital, 59 of which are Long Term care beds. Acute care beds include: 8 Intensive care beds; 2 pediatric beds; 10 obstetrical beds and 45 medical/surgical beds. The hospital serves several counties in southern West Virginia, including McDowell, Wyoming and Mingo with a total market population of about 83,000.

PROCUREMENT SPECIFICATIONS

1.) General Requirements of the Vendor:

- A. Vendor is to provide professional medical transcription services to Welch Community Hospital.
- B. Vendor shall provide all supplies, postage, shipping and dictation equipment necessary for transcribing and dictating, and be responsible for all cost associated with the providing of said services within their office location, including an toll-free telephone number or local telephone number to receive dictation, providing access for a maximum 30 users.
- C. Vendor shall provide references of at least three (3) hospital clients from whom the vendor has provided professional medical transcription services.

2.) Scope of Work

- A. The system shall allow for continuous 24 hour operation.
- B. Dictation must be accepted 24 hours a day, seven (7) days per week, 365 days a year via a toll-free telephone number or local telephone number.
- C. The system will allow voice files and data files to be transferred to any PC.
- D. The system must be able to locate reports by work type, date transcribed, dictator and ID number.
- E. The system shall allow dictators to prioritize their work.
- F. The system shall provide the ability to listen to voice header information regarding a dictation such as: type of report, dictated by and dictated on.
- G. The system shall provide the dictator the ability to insert and delete dictation.
- H. Vendor must provide a common document delivery software system for the facility and the outsourced vendor.
- I. Software utilized by vendor shall be Microsoft Word 2003 or higher for Windows XP or equal to be compatible with the facilities existing software.
- J. Transcribed reports shall be provided to the hospital within twenty-four (24) hours. This includes but is not limited to history, physicals, operative reports, x-ray reviews, pathology reports, echocardiograms, letters and consults, etc. STAT report requests shall have a turn around time of no more than ninety (90) minutes, and discharge summaries are to be completed and returned within forty-eight (48) hours.

- K. An accuracy rate of 98% is required. Vendor shall be responsible for all necessary quality control procedures in this regard. Quality control reports will be provided quarterly to the facility's Health Information Manager.
- L. Vendor shall perform all work in a secure facility/area which ensures confidentiality of all reports
- M. Vendor shall adequately train all transcription staff in professional medical transcription to guarantee the production of work within the time frames and quality requirements set forth. All transcriptions will be performed within the Continental U S
- N. Vendor must provide interface to hospital demographic information system (Easy Access or equal) to obtain patient demographic information.
- O. Vendor must have a secure web portal for the downloading of encrypted WORD or equal, documents for easy access by Medical Record's staff, providing access for a maximum thirty (30) users.
- P. Vendor's system must meet HIPPA (Health Insurance Portability Accountability Act) and shall be HL7 compliant for patient data download and transcribed report upload. Successful Vendor must sign WV HIPPA Business Associate Addendum.
- Q. Vendor must provide all dictation and transcription services as required in items 2.) A. through P , for the quoted price per line which is defined as 65 text characters with spaces.
- R. The system must meet the following requirements:
 - 1. **VOICE PROCESSING SYSTEM EQUIPMENT OVERVIEW**
 - a. The system shall be a digital recording system that will service 30 total system users.
 - b. The primary functionality of the system will be for dictation and transcription purposes; however, listen access through security levels will be required. Secondly, the system must automatically assign specific work types to Transcriptionist prior to a user defined delinquency status (ex. H&P's within 24 hours) being violated. This will ensure that the facility improves its overall report delinquency totals.
 - c. The system must allow specific users to generate productivity reports, assign jobs, and perform job inquires from any touch tone telephone.
 - 2. **SYSTEM OPERATIONS-GENERAL DICTATION VOICE ACCESS**
 - a. The vendor must have a unique dictator profile database.
 - b. The dictator database (dictation profile) must manage the way the system responds to each user.
 - c. The vendor's unique dictator database must control the following dictation activities for each user:
 - 1. User logon (Valid ID and Password).
 - 2. Prompt language.
 - 3. User priority level.
 - 4. Open jobs.
 - 5. Inactivity logoff.
 - 6. Message delivery.
 - 7. Message auto-play.
 - 8. Initial activity (dictation, listen).
 - 9. VOX recording.

10. Prompts (short or brief).
 11. Rewind increment.
 12. Feature conformation tones.
 13. Listen access (enable/disable).
 14. Listen mode accessible work types.
 15. Listener messaging.
 16. Job voice information header
 17. Listen review order (FIFO/LIFO).
 18. Listen query default (patient, physician, and subject)
- d. The system's prompts must be interruptible for user bypass once system proficiency is obtained.
 - e. The system's prompts must be concatenated
 - f. The system's dictation prompts must match departmental and user operation requirement by prompting the following users in appropriate manner:
GENERAL STAFF – "Please enter Physician I.D. and Work Type, and Patient Number."
 - g. The system must allow users to control the speed dictation when rewinding and listening to dictation while in dictation mode
 - h. The system should allow users to insert and delete specific sections of dictation.

3. **SYSTEM OPERATION-GENERAL TRANSCRIPTION VOICE ACCESS**

- a. The system must have a unique Transcriptionist database (transcription profile). The transcription database must manage the way the system responds to each Transcriptionist.
- b. The system's unique transcription database must control the following transcription activities for each Transcriptionist:
 1. User Logon (Valid I.D. and Password).
 2. Prompt language.
 3. Self assignment (enable/disable).
 4. Skip job.
 5. Job interrupt.
 6. Intercom reception.
 7. Transcription Messaging.
 8. Flag jobs.
 9. Inactivity logoff.
 10. Prompts (short or brief).
 11. Backspace increment.
 12. Feature conformation tones.
 13. Transcriptionist hang-up (return/interrupt).
 14. Job voice information header.
- c. The system must automatically replay instruction prompts after a user defined time setting for the aid of first time users.

- d. The system's prompts must be interruptible for user bypass once system proficiency is obtained.
- e. The system's prompts must be concatenated.
- f. The system must allow certain Transcriptionist to self assign jobs by:
 - 1. Physician (author)
 - 2. Patient.
 - 3. Work type.
 - 4. Job number.
 - 5. Department
 - 6. Priority level.
 - 7. Special designator.
 - 8. User defined work category.
- g. The system must allow all Transcriptionist to perform job inquires from their transcription stations.
- h. The system must allow each Transcriptionist to access his or her productivity statistics from the transcription voice terminal.
- i. The system must allow Transcriptionist to control the speed of dictation, without distorting the voice, at a rate of +/-50%.
- j. The system must have help prompts that are activated by the user.

4. SYSTEM OPERATION-GENERAL LISTEN ACCESS

- a. The system must have a unique listener data base (listener profile).
- b. The listener database must manage the way the system responds to each listen only user. The system's unique listener database must control the following listen activities for each listen only users:
 - 1. User logon (Valid I.D. and password).
 - 2. Prompt language.
 - 3. Prompts (brief/long).
 - 4. Accessible work types.
 - 5. Inactivity logoff.
 - 6. Listener Messaging.
 - 7. Job voice information header.
 - 8. Listen review order (FIFO/LIFO).
 - 9. Listen query default (patient, physician, subject).
 - 10. Rewind increment.
- c. The system must automatically replay instruction prompts after a user defined time setting for the aide of first time users.
- d. The system's prompt must be interruptible for user bypass once system proficiency is obtained.
- e. The system's prompts must be concatenated/linked.

- f. The system must automatically move to the next voice file upon completing the delivery of a voice file, unless the user desires to review the current file once again.
- g. The system must have help prompts that are activated by the user

5. SYSTEM OPERATIONS-DATA REPORT MANAGEMENT AND INQUIRES

- a. The system must have a report database.
- b. The system must allow all generated reports to be archived to the systems hard drive
- c. The system must allow reports to be queued for output.
- d. The system must allow users to define their management reports.
- e. The system must allow users to define the data management headers of all user defined reports.
- f. The system must allow inquiries to be printed.
- g. The system must log the following data about each job:
 - 1. Job number.
 - 2. Author number.
 - 3. Author name.
 - 4. Department number.
 - 5. Department name.
 - 6. Work type number.
 - 7. Work type name.
 - 8. Statue.
 - 9. Dictation station.
 - 10. Dictation date.
 - 11. Dictation time.
 - 12. Transcription date.
 - 13. Lengths in pages.
- h. The system must be able to automatically print reports based on user defined data and time settings.

6. SYSTEM SUPPORT-SYSTEM TRAINING

- a. On-site training for all system users.
- b. System training must be administered by a system vendor employed customer support and training specialist.
- c. Support and training specialist should be responsible for the orchestration of all training activities.
- d. Visual support material to assist users in gaining optimum system operation skills.
- e. Supply system operation manuals.
- f. Support and training specialist should meet with department heads to determine system and user setup parameters.

- g. Support of individual user or group training sessions for all system users.
- h. Remote support at anytime after initial training.

3.) Delivery, Installation, Service, Support and In-service Training:

- a. Delivery/setup of services is required no later than 30 days of issuance of Purchase Order.
- b. Vendor must provide in-service training within 30 days of the issuance of Purchase Order. Training must be provided by the successful vendor

4.) Reports:

- a. **USAGE REPORTS:** Every four (4) months, the contractor will submit a report (written or electronic) indicating all sales generated by this contract. The report shall list usage by facility/customer name, by line item, showing the quantities purchased, and total dollar amounts. The report shall be delivered (FAXED) to the WV DHHR, Purchasing Division, Building 3, Room 232, Charleston, WV 25305. Fax: (304) 558-2892

5.) General Terms and Conditions:

By signing this Request for Quotation, the Vendor agrees to provide knowledgeable and experience personnel who have the ability and capability of performing the specified services in a professional manner throughout the term of the contract. Signature also affirms that Vendor agrees to all terms and conditions stated herein.

A. **Conflict of Interest:** Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

B. **Prohibition Against Gratuities:** Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law

C. **Certifications Related to Lobbying:** Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

- D. **Vendor Relationship:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns

Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

- E. **Indemnification:** The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

- F. **Governing Law:** This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

- G. **Compliance with Laws and Regulations:** The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the

contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract

- H. **Subcontracts/Joint Ventures:** The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.
- I. **Term of Contract & Renewals:** This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

- J. **Non-Appropriation of Funds:** If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.
- K. **Contract Termination:** The State may terminate any contract immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this Request for Quotation and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice

- L. **Changes:** If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event

more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

- M. **Invoices:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.
- N. **Liquidated Damages:** According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$10.00 per calendar day for failure to provide deliverables in accordance with time lines for the services. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.
- O. **Record Retention (Access & Confidentiality):** Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.
- Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.
- P. **Insurance Requirements:** The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded naming the State of WV/DHHR as a certificate holder. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:
- a) For bodily injury (including death): \$500,000.00 per person, minimum of \$1,000,000.00 per occurrence.
 - b) For property damage and liability: Minimum of \$1,000,000.00 per occurrence.
- Q. **License Requirements:** Successful Vendor must present evidence of certification or licensure with the West Virginia Workers Compensation and Unemployment Funds, a copy of its W. Va. Business Certificate and any other licenses it may be required to hold by the nature of its operation.
- R. **Debarment and Suspension:** Successful Vendor must certify that no entity, agency or person associated with the Vendor is currently debarred or pending suspension from conducting business with any governmental unit.

S. **Purchasing Affidavit:** West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the bid quotation.

T. **Bid Quotation:**

WEH90034 Dictation/Transcription Services
 COST PROPOSAL

Estimated Quantity of Lines of Transcription*	Description of Service	Cost Per Line (65 text characters entered)**	Annual Estimated Cost
791,300	Transcription Reports provided within 24 hours.	\$0.125	\$98,912.50
81,500	Discharge Summaries provided within 48 hours.	\$0.1225	\$9,983.25
7,200	STAT Reports provided within 90 minutes.	\$0.1275	\$918.00
Grand Total			\$109,814.25

* Estimated Quantity of Lines of Transcription services is only an estimate and is neither a guarantee of a minimum nor maximum quantity to be purchased during the life of this contract. Actual Usage Volumes will be dependent upon the facility's requirements.

** A Line of Transcription is defined as 65 text characters entered.

Bid Evaluation: The contract will be awarded to a responsive and responsible vendor providing the services at the lowest cost in accordance with the specifications herein.

ATTACHMENT
PO # WEH90034

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed

Verket Stamm 7-2-09
Signature Date

President
Title

iMedX Inc, PLS Services, Inc.
Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Med X, Inc., & LS Services, Inc.

Signed: [Signature]

Title: President

Date: 7-2-09

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code, §5A-3-37*. (Does not apply to instruction 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 Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident 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% resident 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% resident 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,
____ **Application is made for 5% resident 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% resident 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% resident 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.

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: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: MedX, Inc., & L.S. Services, Inc.
Authorized Signature: [Signature] Date: 7-2-09

West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am am not currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

Violet Rames
Signature

7-2-09
Date

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

Name

last name

first name

middle initial

Maiden/Other Names

(This should include other married names by which you have been known)

Current Address

street/box#

city

state

NOTE: Your social security card must be presented for verification purposes.

Social Security #

Date of Birth

month/day/year

Driver's License Number

State of Issue

Signature

Date

EMPLOYING UNIT INFORMATION

Office/Facility/Region/District

Contact Person

Fax Number

Phone Number

FOR OPS USE ONLY

HHS Match Outcome

Positive

Negative

GSA Match Outcome

Positive

Negative

Initial

Date