



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
DRS120032

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**SHELLY MURRAY
 304-558-8801**

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
**MDBOSS INC.
 41 NAUTILUS DRIVE
 MANAHAWKIN
 NJ-08050**

SHIP TO

DIV OF REHABILITATION SERVICES
 DISABILITY DETERMINATION SECT.
 500 QUARRIER ST
 SUITE 500
 CHARLESTON, WV
 25301
 304-558-5340

DATE PRINTED 07/26/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-72		
<p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, DISABILITY DETERMINATION SECTION, IS SOLICITING BIDS FOR TELE-TRANSCRIPTION SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/15/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>TRANSCRIPTION SERVICES, LEGAL AND MEDICAL</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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</p>						

RECEIVED
AUG 31 A 11:18
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Sanjiv Sahany* TELEPHONE **678-910-2839** DATE **08/30/11**

TITLE **DIRECTOR** FEIN **22-3534058** ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 and 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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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) 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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sanjiv Sahany</i>	TELEPHONE 678-910-2839	DATE 08/30/11
TITLE DIRECTOR	FEIN 22-3534058	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

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<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENWAL ONLY.</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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shelly Murray</i>	TELEPHONE 678-910-2839	DATE 08/30/11
TITLE DIRECTOR	FEN 22-3534058	ADDRESS CHANGES TO BE NOTED ABOVE

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PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				SHELLY MURRAY		
RFQ. NO.:				DRS120032		
BID OPENING DATE:				08/31/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					609-939-0821	
CONTACT PERSON (PLEASE PRINT CLEARLY):					SAWJIV SAHAY	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Sujiv Sahay</i>	618-910-2839	08/30/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
DIRECTOR	22-3534058	

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**REQUEST FOR QUOTE
DRS120032**

Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" For the Department of Education and the Arts, Division of Rehabilitation Services, is soliciting quotes to provide Tele Transcription Services for Consultative Examination Sources. Any contract resulting from this RFQ shall be open-end. Estimated value of the services for the previous year is approximately 2.3 million lines. Vendors shall quote an all-inclusive per line cost. No separate reimbursement will be made to the vendor for travel, postage, or any other expense.

1.2 Project:

The mission or purpose of the project is to provide typed consultative examination reports to be utilized in evaluating the severity of claims. The Disability Determination Section (DDS) is to process disability claims filed by residents of West Virginia. When sufficient medical evidence of record is not available, a consultative examination must be secured in order to provide the adjudicative team with the required evidence.

The successful vendor will be required to provide toll free telephone access for dictating of reports by the consultant. Not all consultants utilize this service.

1.3 Inquiries:

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding quote submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.10. All inquiries of specification clarification must be addressed to:

Shelly Murray, Buyer Supervisor
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115
Shelly.L.Murray@wv.gov

The State Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

1.4 Vendor Registration:

Vendors participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Vendor is not required to be a registered in order to submit a quote, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.5 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Quote

specifications file by an official written addendum are binding.

1.6 Addenda:

If it becomes necessary to revise any part of this RFQ, an official written addendum will be issued by the State to all bidders of record.

1.7 Independent Price Determination:

A quote will not be considered for award if the price in the quote was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the quote is submitted as a joint venture.

1.8 Price Quotations:

The price(s) quoted in the bidder's quotation will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.9 Public Record:

1.9.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

1.9.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

1.9.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State does not guarantee non-disclosure of any information to the public.

1.10 Schedule of Events:

Vendor's Written Questions Submission Deadline	08/15/2011
Addendum Issued	TBD
Bid Opening Date	08/31/2011

1.11 Purchasing Affidavit:

West Virginia State Code §5A-3-10a(3)(d) 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 quote.

1.12 Award:

Award shall be made to the vendor with the lowest all-inclusive per line cost meeting the specifications of the RFQ. Please see 3.2.10 for a description of a line for cost purposes.

PART 2 Locations:

- 2.1 The West Virginia Disability Determination Services has two locations

Charleston Federal Center
500 Quarrier Street, Suite 500
Charleston, WV 25301

Clarksburg Federal Center
320 W. Pike Street, Suite 120
Clarksburg, WV 26301

The Administrative Offices are located at the Charleston address.

- 2.2 Transcription will be performed in a safe secured site.

- 2.3 After award, contacts will be: Charleston Office
Kenneth Lim,
Professional Relations
304-353-5508

Clarksburg Office
Paul Oliverio
Professional Relations
304-624-0323

Part 3 Specifications:

3.1 **General Requirements:**

- a. Provide sufficient telephone lines to enable CE sources toll-free access to dictating equipment. The DDS will refer any medical providers that perform consultative exams who wish to utilize the transcription service.
- b. Provide accurate typed reports within 48 hours of dictation to consultative exam source.
- c. Provide invoices at least bimonthly.
- d. All transcription is to be performed in a safe secured site. All transcription is to be performed within the United States, District of Columbia, U.S. Virgin Island, Guam, or Puerto Rico.

3.2 **Scope of Work:**

- 3.2.1 Provide a toll-free telephone number with sufficient telephone lines to enable physicians from any location in the United States to telephone and dictate reports for transcription by the vendor's personnel without busy signals. These lines must be available twenty-four hours a day, seven days a week, for the exclusive use of physicians, psychologist, and others that perform examinations for the DDS under this agreement. The DDS is not responsible for any charges on these lines. The system must permit multiple callers to access and dictate at the same time.

A. The vendor is required to develop a brochure that completely explains the instructions of computer (including software) necessary to make full use of the dictation system. The vendor is responsible for printing adequate amount of brochures to distribute to providers currently using DDS transcription service and any additional brochures for solicitation of services at no cost to the DDS. A list of names and addresses of consultative examination vendors will be provided by the DDS. The vendor will mail paper copies or email (whatever preferred vendor method) these brochures out to the listed CE sources prior to commencement of services. The remainder of the brochures are to be delivered to the DDS upon full implementation of services, which would be two weeks following the start date of the award at the beginning of the contract. The vendor (transcription company will send these to new vendors acquired after the beginning of the contract period. If additional brochures are required the DDS will notify the vendor and the vendor will provide the additional brochures to the DDS at no cost. Before printing, the composition and contents must be approved by the DDS.

B. Of primary importance is that the vendor must maintain an additional toll free number and email address to handle questions from dictating sources, provide excellent customer service and availability. This number is to be included in the instructions. The system must provide a verbal message that gives dictating instructions to the caller. The system is to include control features such as, but not limited to pause, listen, operator call feature available to dictator, and a twenty-four hour toll-free, non-automated customer service representative to be available for medical sources that dictate after working hours and weekends.

C. Vendor will maintain email, phone numbers, fax and mailing addresses of medical providers in the event contact needs to be made to notify of change of instructions, times of service interruptions or any individual problems related to transcription. If attempts to resolve any issues or make contact are unsuccessful, correspondence will be referred to Professional Relations at DDS.

3.2.2 Provide state-of-the-art dictation system with a sufficient capacity to handle all incoming work from the CE sources. This equipment must be available twenty-four hours a day, seven days week, for the exclusive use of CE sources who work for the department. The system must have voice or dialing pad activated stop/start and playback capability, audible end-of-tape warning, and automatic "hunt system". The vendor is required to contact, when necessary, the dictating source to inform them of lost dictation, and/or to clarify missing or incomplete information. Vendor must have fax machine and email access (complying to PII protocols), not to transcribe reports, but to send and receive communications from the DDS and CE providers.

- A. The vendor must have the capability to retrieve, type, and transmit reports on a stat basis.
- B. The vendor must be able to handle sudden work volume increases and still maintain turnaround time requirements.
- C. The vendor must be able to provide additional documents that may need to be in transcribed and dictated in conjunction with the primary report (medical/vocational questionnaires, range of motion forms, etc.) that the DDS will provide a template for.

3.2.3 Provide a system that will have a recorded voice message to answer the toll free number that will assure the dictator that they have reached your system. This message will also request specific information from the dictator to accurately complete a CE report, which can promptly be

made available via a secure, encrypted method, via fax or from website account to the dictator and distributed to the correct examiner after transmission to the DDS.

3.2.4 The vendor must have a security certificate deeming their website has a minimum of a SSL, 128-bit encryption, SHA-1 with RSA encryption. This website will be the main mode by which reports are made available for provider to access, download, save and edit. In some rare circumstances we will have providers that may prefer to receive reports via fax and this must be an option available to them as well. Reports must be made available the day the report is transcribed. A copy of each transcribed report must also be made available to the DDS by the vendor within twenty-four hours from the date the dictation was available to the vendor, if necessary.

These documents must be stored for at least 12 months. An index is to be provided. This index or log should include and be sortable by claimant's name, last 4 digits of SSN (if provided or case number), date of service, date of dictation and dictator, and some form of identification of the transcriptionist.

3.2.5 The vendor is responsible for all telephone charges connected to transmission of consultative examinations to the DDS. The vendor will be responsible for all charges for overnight mail in the event that the equipment malfunctions and a backup system is not available.

3.2.6 In conjunction with the DDS the Social Security Administration has in the process of establishing an electronic disability folder. There is a process in place that enables the vendor to transmit transcribed reports directly to SSA's ERE (Electronic Record Express) website for the medical provider to "pick-up", review and upload. In the event that WV has this capability over the course of the contract, the vendor must have the resources to meet these requirements to access the ERR Web Site.

- o Need access to an Internet Browser that supports 128 bit encryption.
- o In order to access the ERE web site an individual or an organization must Register for a PIN and password. To register for a password you must provide:
 1. Name, address, phone number, and name of a contact person and an email address for an organization.
 2. Name, email address, phone number, and SSN for individuals within an organization that will have access to the PIN and password.
 3. Name, address, telephone number, email address and SSN if you will access the web site as an individual.
- o You must be able to provide an electronic record of a transcription in one of the following electronic file formats: .doc, .docx, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, tiff, .tif, and .zip.
- o If requirements change, you may have to provide additional services to maintain compliancy for the duration of the contract, at no additional cost to the DDS.
- o If you register for a PIN and password as an organization, we have a right to audit access for individuals using your PIN and password.
- o All access to the ERE web site must be limited to SSA/DDS approved business.

3.2.7

- a. Vendor must have a minimum 5 years experience providing medical transcription services to providers of similar nature and volume. Vendor should provide three references with their bid submission for which the vendor has provided medical transcription service

within the past ten (10) years. The references should be submitted with the vendor bid and must be provided within 24 hours of request. The letters should be in the form of recommendation. The evaluators may contact the references as needed to confirm the required experience.

- b. All transcriptionists must have a minimum 2 years experience transcribing medical related reports. Advise as to whether the individuals are full time or part time.

3.2.8 Work deemed unsatisfactory by the DDS, and proven to the vendor, will be done at one-half price. This includes unsatisfactory transcriptions that are retyped by the DDS and work that is not accomplished in a timely manner according to the terms of paragraph C below.

- A. Vendor must have in place a quality assurance program to assure accuracy of daily-transcribed reports.
- B. Vendor shall maintain procedures so dictation is not lost or overlooked. Vendor shall manage problem dictation such as those with incomplete dictation of doctor's name, address, or claimant name, dictations with incomprehensible words, phrases, etc., so that problems are resolved as much as possible before transmission of completed report. Vendor shall have procedures for handling partial dictations so that reports dictated in two or more sessions are connected and transmitted to DDS as a single report. Vendor shall have procedures to handle the following problems: dictator's speech is too fast, too soft, or is garbled or muffled; dictator has foreign accent; dictator plays tape into telephone. Some CE sources may prefer to dictate into a tape and forward these to your office for completion. Also, refer back to required features of program.
- C. Vendor's timeliness performance will be considered satisfactory when at least 95% of dictated reports are transcribed and transmitted to DDS within two (2) working days of dictation. Assessment will be done as the DDS monitors the saved indexes and logs (as necessary) as well as receives medical providers feedback and inquiries. These reports and inquiries will concern but not be limited to: date of dictation, date typed, and transmission date. Vendor shall maintain a high level of quality. There shall be no more than three (3) typographical errors or misspelled words per report. Correction by erasure is not acceptable. The DDS reserves the right to require, at no extra charge, the retyping or correction and transmission of reports with more than three (3) typographical errors or misspelled words, or with incorrect format or complaints about quality from the dictator. Quality performance will be assessed by the DDS based on any complaints and staff review of typed reports. The quality performance is satisfactory when at least 98% of the reports have no complaints from dictators or DDS staff that there were more than three (3) typing errors or misspelled words or that incorrect format was used. In the event that the performance standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. The DDS will notify the vendor of unsatisfactory performance, which will be followed up by a written notification summarizing the unsatisfactory performance. If performance is still unsatisfactory thirty (30) days following written notice to the vendor, a contract line rate reduction of 10% will be implemented.

3.2.9 Type CE reports using standard type on 8 1/2 x 11 bond paper. The top, bottom, and side

margins shall be no more than 1 ¼" on all transcribed reports. A line is defined as follows: the Microsoft Word total character count with spaces per document divided by 75 will equal the billable lines for the document. Should the resulting billable lines not be an even number, that number will be rounded up. For instance a document with 5882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document. The DDS will count the lines and pay according to the DDS's count not the vendor's line count.

3.2.10 Include the dictator's name and address and examiner's name on the initial page of each report. The name and address will be spaced and typed to permit the use of a window envelope for mailing.

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

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

3.2.13 Provide daily to the DDS a detailed log showing the work transcribed to include the doctor's name, claimant's name, examiner's name, total number of lines in the report, and number of reports, which will be billed to the DDS. Have the capability, when requested, to provide reports to the DDS indicating the pending dictation received in the past 24 hours.

3.2.14 Observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act. Vendor employees who will perform this contractual work shall be required to sign statements of confidentiality. The original copy of each signed statement must be submitted to the DDS two (2) weeks prior to full implementation of service. Any new or additional employees are required to sign a statement of confidentiality and the original copy sent to the DDS.

3.2.15 Microsoft Word and Internet Explorer will be the standard software by which the vendor uses; simply because this is more often the preference most providers will have as office equipment. However, the vendor will have in place necessary concessions and tech support to assist providers where compatibility is an issue (Macintosh, alternative word processing software or internet browsers).

3.2.16 Include the dictator's name and address and examiner's name on the initial page of each report.

3.2.17 Include the claimant's name, Social Security number (or last 4), or case number and appropriate page number at the top of all pages.

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

3.2.19 Have the capability, when requested, to provide reports to the DDS indicating the pending dictation received in the past 24 hours.

3.2.20 Observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act. Vendor employees who will perform this contractual work shall be required to sign statements of confidentiality. The Vendor must have a process in place

in which signed statements can be readily available if requested by DDS or SSA.

3.3 General Terms and Conditions

3.3.1 Record Disclosure: Confidential Information:

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

Neither the contractor nor any of the Contractor's employees involved in processing reports shall disclose any information that identifies the claimant, physician, or facility without documented permission of the DDS. Such disclosures will subject the Contractor to the penalties of the Federal Privacy Act. The Contractor must also certify compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Sensitive records ready for disposal must be destroyed by burning, pulping, shredding, macerating, or other suitable similar means that ensures the information in the record is definitively destroyed. Definitively destroying the records means the material cannot be reassembled and used in an inappropriate manner in violation of law and regulation. Sensitive records are records that are national security classified or exempted from disclosure by statute, including the Privacy Act, or regulation. Electronic records must be definitively destroyed in a similar manner that prevents reconstruction as well.

3.3.2 Facility Security:

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

3.3.3 Special Terms & Conditions:

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency with the names, qualifications, and experience of their proposed subcontractors. The Contractor, shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this contract. The subcontractor must adhere to the same facility requirements as the Contractor. The State will consider the Vendor to be the sole point of contact with regards to contractual matters and is solely responsible for payment of all subcontractors. Additionally, any subcontracts formed must also contain the information specified herein.

3.3.4 Loss Reporting – PII: The contractor is responsible for safeguarding personally identifiable information (PII) and immediately reporting any loss to the appropriate State Agency (DDS) official. The contractor shall ensure that all employees report lost or possibly lost PII immediately. The contractor should gather the following information to report the loss of PII: Contact information, description of loss (including time and location), what safeguards were

used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).

3.3.5 Enforcement & Recommendations:

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

3.3.6 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.

3.3.7 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, and/or to pursue any other remedies available under this contract or by law.

3.3.8 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 subrecipients 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.

3.3.9 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 pursuant to the terms of this RFP and resulting contract. 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.

The 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.

3.3.10 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; (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.

3.3.11 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 (Federal, State or Local Government) regulations.

3.3.12 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.

date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/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.

3.3.17 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the following address:

Administrative Office
Disability Determination Section
500 Quarrier St., Suite 500
Charleston, WV 25304

The invoice is to be sent at least 2 times a month and show by each day the number of reports with the total lines for that day with each office separate.

The DDS is under no obligation to pay for transcribed reports which do not belong to the department or are otherwise unusable.

3.3.18 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.

3.3.19 Quantities:

Quantities listed in the requisition are approximations only, based on estimates supplied by the end users. It is understood and agreed that the contract shall cover the quantities actually ordered for delivery during the term of the contract, whether more or less than the quantities shown.

**DRS120032
BID SHEET**

All inclusive per line cost.....\$ 9.6 Cents/line

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: MDBOSS INC.

Authorized Signature: Sanjiv Sahay Date: 08/29/11

State of Georgia

County of Cobb, to-wit:

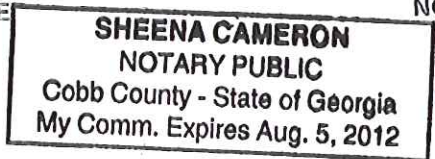
Taken, subscribed, and sworn to before me this 29 day of August, 2011.

My Commission expires 8-5-12, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

Sheena Cameron



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 construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the 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,
4. **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
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
 DR\$120032

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE
 M D BOSS INC.
 41 NAUTILUS DRIVE
 MANAHAWKIN
 NJ-08050

S.M.O.

DIV OF REHABILITATION SERVICES
 DISABILITY DETERMINATION SECT.
 500 QUARRIER ST
 SUITE 500
 CHARLESTON, WV
 25301 304-558-5340

DATE PRINTED: 08/17/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 08/15/2011.						
0001	1	EA		961-72		
				TRANSCRIPTION SERVICES, LEGAL AND MEDICAL		
				EXHIBIT 10		
				REQUISITION NO.: DR\$120032		
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sajiv Sahay</i>	TELEPHONE 678-910-2839	DATE 08/30/11
TITLE DIRECTOR	FEN 22-3534058	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 and 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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 26305-0130

Request for Quotation

RFQ NUMBER
 DRS120032

PAGE
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 SHELLY MURRAY
 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE
 MD BOSS INC
 41 NAUTILUS DRIVE
 MANA HAWKIN
 NJ-08050

DIV OF REHABILITATION SERVICES
 DISABILITY DETERMINATION SECT.
 600 QUARRIER ST
 SUITE 500
 CHARLESTON, WV
 25301 304-558-5340

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/17/2011				
BID OPENING DATE: 08/31/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <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 style="text-align: center;"> <i>Saiji Sahany</i> SIGNATURE MD BOSS INC COMPANY 08/30/11 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p style="text-align: center;">----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Saiji Sahany</i>	TELEPHONE 678-910-2839	DATE 08/30/11
TITLE DIRECTOR	FAX 22-3534058	ADDRESS CHANGES TO BE NOTED ABOVE

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

DRS120032

ADDENDUM # 01

1. Reference paragraph 1.12: Is there a point system that will be applied to the scoring criteria during the evaluation process? For example: 30 points for lowest per line price, 40 points for technical approach, and 30 points for experience? If not, is our understanding correct that the award will be based solely on the lowest price from any vendor stating in their proposal that they can meet the specifications and regardless of whether, for instance, they have 5 years of experience or 10 years of experience, or whether the experience is DDS specific or not, etc.?

No. This is a Request for Quote. Award will be made to the lowest bid vendor meeting the specifications as stated in the document. The minimum experience is five years for work of a similar nature and volume.

2. Reference paragraph 3.2.7a: Are you requiring vendors to submit signed letters of recommendation with the proposal, or just a listing of references with the potential for the need to provide signed recommendation letters later?

If the vendor does not include them with their bid, they must provide them within 24 hours of request. We prefer the references be in the form of a letter of recommendation with contact information for the agency to confirm.

3. Are there any specific insurance requirements, to include submitting a Certificate of Insurance with the proposal?

No.

4. What is the current per line cost?

\$.109 per line

5. What is the current definition of a line? A typed CE report margins shall be no more than 1 3/4" on all transcribed reports. If paper report is requested is shall be typed on 8 1/2 X 11" bond paper.

Please see specification 3.2.9 for the definition of a line for payment purposes.

6. Who is the current vendor?

We are currently in contract with I-MEDX.

7. What are the actual number of lines billed with the current contract in the past 6 months?

1,102,334 lines

8. In the RFQ, section 3.2.5, briefly describes transmission of consultative examinations to the DDS. What equipment will vendor be connecting with and will vendor be providing said equipment? If vendor is to provide said equipment, what are the required specifications?

"Telephone charges" refer to any FAX and/or landline phone correspondence/usage that is necessary between the vendor and DDS to conduct business efficiently. The costs for calling and/or FAXING to the DDS would be the vendor's responsibility.



Executive Summary

MDboss (www.mdboss.com) is a leading medical transcription service provider for last 12 years. MDboss provides innovative, scalable, and cost effective medical transcription service to healthcare industry. MDboss is on the cutting edge of voice-to-document technology to provide highly efficient and cost-effective transcription services to our clients. We are a company of experienced MTs and Quality Analysts who are committed to provide customized, accurate, fast and cost effective transcription services to the hospitals, clinics, group practices, individual or solo practices and others.

MDboss has partnered with **BayScribe (www.bayscribe.com)** which seamlessly connects hospital to our transcriptionists. Bayscribe provides Digital Dictation (Mobile, Desktop, Hands-Free, Handheld, Telephone) and 100% web-based transcription which means limitless Scalability, Throughput & Access. BayScribe offers solutions to many of the challenges facing Physicians and Healthcare facilities, namely: Physician adoption of EMR, and the gathering of Structured Data from the Clinical narrative. BayScribe offers these solutions without the need to purchase hardware, with unprecedented uptime (99.999%) and performance. Transcribed document can be delivered as HL7, TXT, XML, Print, Fax, and email & Tweet notification.

MDboss objective is to provide accurate, affordable and prompt medical transcription service for our clients using a secure, efficient and fully automated platform backed by responsive and professional customer service. We provide 24 x 7 service to our clients. Our services are very secure and are compliant with the Health Insurance Portability and Accountability Act (HIPAA). Established processes, robust infrastructure, experienced manpower and committed management enable us to be the preferred choice of service provider for healthcare industry.



Part 3 Specifications:

3.1 General Requirements:

- a. MDboss (www.mdboss.com) will provide Department of Education and the Arts, Division of Rehabilitation Services with Medical Transcription Service for Consultative Examination (CE) Sources and BayScribe (www.bayscribe.com) will provide state of the art Digital Medical Dictation System. MDboss will bear all the related expense of Digital Medical Dictation System which also includes toll-free access to telephone lines.
- b. MDboss will be providing accurately transcribed reports well before stipulated turn-around-time of 48 hours to the facility.
- c. MDboss will be providing bimonthly invoice . All invoices are available online on the BayScribe system and can be accessed anytime by the DDS Administrator.
- d. MDboss will be providing transcription services from its **New Jersey based office only.**

3.2 Scope of Work:

3.2.1. Based on DDS's previous year volume of 200,000 lines per month; DDS will need 25-30 concurrent telephone lines to enable physicians from any location in the United States to telephone and dictate reports without getting busy signals. This calculation is based on assuming 40 lines per report which means 5000 reports per month. If we divide 5000 by 30 then daily reports including 20% spike in volume is 200. Reports will be dictated 24 hours per day but if we assume all reports are dictated within 8 hours then this gives 25 reports per hour. This means that 25 concurrent lines are sufficient to handle 250,000 lines per month of volume. MDboss will provide **one toll-free phone number** for CE sources to call. BayScribe works like a PBX system which means when a call is received by system then 25 lines will be hunted to find a free line. This system can be installed with no impact on the current service because the BayScribe server will be outside the DDS premises. This system can be called only by authorized user from any phone and from any place 24*7 and 365 days. However, if there is a need to increase the number of concurrent user then it can be done very easily in BayScribe.

With BayScribe, 'ports' are determined by the amount of Memory and Processors allocated to the application, not voice cards. This allows you to scale the system as needed – by work group, department or Enterprise – to create the equivalent of 24, 96, or 200+ 'ports' as needed. BayScribe is not hardware dependent like our port-based competitors, so you can have an entire duplicate system running

on a separate server or cluster to ensure the highest amount of uptime available in the market – 99.999% or more. The result is an extraordinarily more productive, more cost-efficient dictation system.

A. MDboss will be providing with ample number of user manuals and instructions brochure at no cost to DDS. Additionally, MDboss will be providing training to facility staff at no cost. After the contract starts, MDboss will provide additional instruction brochures whenever DDS requests it to provide to new CE vendors.

B. MDboss will provide an additional toll-free number and email addresses for 24x7 customer support. All the details for this toll-free and support email addresses will be mentioned in user manual and instruction brochure. BayScribe Dictation and Transcription System will be providing verbal dictation instructions to users once our toll-free number is dialed. The phone keypad will be setup as the current phone system so that there is not much learning curve to use the system. Please see **Attachment A** to see how the phone dictation will work. Notice, that if keypad 6 is punched then it is a stat job which means this job will go to stat pool otherwise it will go to normal pool. Normal pool could have say 48 hour TAT time and stat job could have 4-8 hour TAT time. MDboss is capable of handling any TAT requirement. Also, as TAT comes closer to compliance time then the priority changes. Typically, lowest compliance time left is always picked from the Job pool. This way job's will never be out of compliance time.

C. MDboss will be maintaining email, phone number, fax number and mailing addresses of medical providers to notify change of instructions, times of service interruptions or any transcription related problems.

3.2.2 MDboss will handle all incoming work from CE sources exactly as mentioned in previous section (3.2.1) because it is the same dictation system CE sources and Physicians are calling.

A. A job can become a stat job by punching keypad 6 as shown in the attachment. Stat job goes to Stat pool which has the highest priority compared to normal pool job. The stat jobs are handled directly by Quality Analyst (QA) and gets transcribed immediately.

B. We keep a dedicated team of highly experienced and seasoned transcriptionists for each facility with at least 20% buffer staff to manage volume fluctuations as well as to provide quality services. This helps us to expand our business with our clients in real quick time as per client requirements.

C. MDboss will maintain Templates for medical/vocational questionnaires, range of motion forms, etc. in the BayScribe system which are provided by DDS. When

a Physician or CE source calls the toll-free dictation system, the system will ask for report type. For instance 01 could be Vocational Questionnaires, 02 could be Range of Motion etc. The transcriptionist will use the report type which the dictator wants.

3.2.3 A customized welcome message will play when the dictator calls the given toll-free number. This will assure the dictator that they are in the right system. After this they will be requested to enter user ID and password. Once the dictator successfully logs into the system then rest of the prompts can be customized to DDS requirements. Completed Transcribed document will be immediately available to the dictator on their web account or can be faxed.

3.2.4 The BayScribe Secure Sockets Layer (SSL) certificate encryption strength is 2048. This encryption level exceeds 128 bit encryption requirement. BayScribe sits behind Cisco ASA appliance with AES 256 PFS5 encryption and can be set to whatever is required. By convention, URLs that require an SSL connection start with https: instead of http. All access to the Digital Dictation System URL requires https:. Reports can be customized and for some providers can be faxed automatically.

3.2.5 MDboss is responsible for all telephone charges and any overnight mail charge in case of failure of the system connected to consultative examinations to DDS. However, MDboss assures that the system will be 99.999% up which means that the system will be down for less than an hour in a year. This is possible because BayScribe data centers are SAS 70 Certified (**see Attachment Virtual Report Solution for more detail**). BayScribe data center is located in a cloud which is outside the hospital premise. BayScribe uses VMware technology which allows primary server to be connected to the backup server as a cluster. This way when the primary fails then the backup server automatically becomes active because of VMware in real time. BayScribe's thought-leading development team has completely redesigned the Dictation System by incorporating virtual PBX technology to handle inbound telephone dictation calls, thereby eliminating the use of ports and voice cards and the many issues that go with them. Most notably, this removes the hardware dependency and creates a scalable dictation system, a system that provides a real platform for High Availability and Disaster Recovery. Our 100% Browser-Based system provides limitless accessibility for the Transcriptionists to listen and type (securely via the browser), eliminating the need for user licenses and VPN's. Web forms have proven to be far more efficient, keeping the Transcriptionists hands on the keyboard and freeing up phone lines.

3.2.6 MDboss will use the DDS process to transmit transcribed reports directly to the Social Security Administration (SSA'S) Electronic Record Express (ERE) website for the provider to pickup, review and upload. MDboss has all the resources required to meet all requirements to access ERE website.

3.2.7.

- a. MDboss Inc. has provided quality Medical Transcription Service for the past 12 years to hospitals, group and individual practices. The following people can provide reference within 24 hour of request.

Nicole Casen (Practice Manager)
Barnegat Medical Associate
44 Nautilus Drive
Manahawkin, NJ 08050
Phone# 609-978-8411

Dr. Sanjay Logani
Advanced Retina Associate
18546 Roscoe Blvd
North Ridge, Ca – 91324
Phone# 818-644-0860

Dr. H. Paul Singh, M.D
Center for Digestive Diseases Suite 204
1120 Southeast Cary Parkway
Cary, NC 27518
Phone# 919-606-7151

- b. Our transcription team is a very highly experienced team with an average experience of more than 5 years and is employed on full-time basis.

3.2.8 MDboss is a quality transcription provider. We provide services to our esteemed customer on timely basis only.

- A. MDboss follows 4-tier transcription process to produce quality transcripts to satisfy our clients. We are consistently maintaining an accuracy of 99.9% and only employ the most experienced medical transcriptionists. Accuracy rate is calculated as defined by HPI guidelines (**Appendix E**) and maintained by integrating quality control processes in the production process as explained below. Our commitment to higher quality medical transcription standards is achieved by verifying each and every dictation and by constantly evaluating and improving our employee training programs.
- B. MDboss keeps tracking of each and every dictation. For dictations with incomplete patient demographics, incomplete reports, dictations with incomprehensible verbiage, etc., we follow special protocol in order to resolve all issues beforehand. We keep incomplete dictations on hold and duly notify the facility staff and once we receive addendum part of the dictation, we merge these

documents and provide facility with a single document. Bayscribe dictation and transcription system provides facility to handle slow and fast rate of speech in dictations and garbled and muffled dictations. Our staff is well experienced in ESL dictators as well.

- C. MDboss Inc. consistently maintaining an accuracy of 99.9% and only employ the most experienced medical transcriptionists. Accuracy rate is calculated as defined by HPI guidelines (**Appendix E**) and maintained by integrating quality control processes in the production process as explained below. Our commitment to higher quality medical transcription standards is achieved by verifying each and every dictation and by constantly evaluating and improving our employee training programs.

We follow 4-tier transcription process to produce quality transcripts to satisfy our clients.

Transcription

Quality is the main aspect of the Medical Transcription business. We strive to provide the best possible quality, with enhanced, multiple quality assurance procedures. We employ experienced medical transcriptionist so that at first level itself the transcript produced is of utmost quality.

Editing

Experienced Transcriptionists are moved up as Editors in the Medical Transcription process and their responsibilities include: Checking for accuracy of data and spell check, check formatting, standardization, dates, etc.

We have been in business for over a decade, and our stringent quality control processes have proven to be the best among our competitors. Our strong QA procedures ensure that patient's do not face the risks associated with the entry of incorrect medical records.

Proofreading

Experienced English literate associates go over the printed transcriptions and ensure that no grammatical errors have occurred, and make sure the transcriptions, as a whole, are complete and meaningful, with correct sentence formations and punctuations.

Reviewing

We encourage the Medical Practitioners to review the completed transcripts on a regular basis. This ensures that all comments are seen by the designated doctor and all transcripts that are flagged off can be checked and returned to us for corrective action. Reviewing these medical records also ensures that the medical

transcription process is 100% accurate and there is no loss of information in the form of missing words or files.

We follow a specific policy for compliance hour management in order to expedite the turn-around-time. We split TAT into two parts, i.e., if we have 48 hours TAT for any particular report type, we will consider it 36+12 and our primary goal will be to achieve a TAT of 36 hours. If we do not succeed to achieve this TAT in that case this job automatically will be assigned to our buffer staff. And secondary goal will be to achieve a TAT of 12 hours. In case if we still miss the TAT, we will be responsible and honor penalties as per contract clause.

3.2.9 MDboss Inc. provides customized template as per facility requirement.

3.2.10 Report template will be designed as per DDR advice. The initial page of each report will include dictator's name and address and examiner's name. The name and address will be spaced and typed to permit the use of a window envelop for mailing.

3.2.11 Report will include claimant's name, social security number, and appropriate page number in header section.

3.2.12 Final page of all reports will provide "signature line" which will consist dictator name and title.

3.2.13 MDboss will be providing DDS with detailed daily transcription log including doctor name, claimant name, examiner name, total number of lines in the report, and number of reports, which will be billed. We can provide if requested detailed log of pending report log as well.

3.2.14 MDboss Inc. shall maintain strict confidentiality of the information contained within the reports transcribed for DDR. MDboss Inc does covenant in accordance with this paragraph to take reasonable steps to maintain the confidentiality of reports dictated by personnel DDR and in pursuit thereof shall communicate to all of its employees, both present and in the future, in writing, the confidentiality that must be maintained with respect to all dictation emanating from the staff at DDR. MDboss Inc uses firewalls of Netopia and Cisco managed by our computer engineer. The dictation system and software for word processing with encryption of data and access codes based on industry standards. MDboss Inc uses technology compliant with known and established regulations from HIPAA and HCFA. All MDboss Inc employees execute a Confidentiality Agreement and the original copy of the each signed agreement will be submitted to DDR.

3.2.15 In addition to Microsoft word and Internet Explorer, MDboss will work with provider who use different browser, word processing software and different computer like Macintosh.

- 3.2.16 The initial page of each report will include dictator's name and address and examiner's name
- 3.2.17 All reports will be including claimant's name, social security number, and appropriate page number at the top of all pages.
- 3.2.18 Final page of all reports will provide "signature line" with will consist dictator name and title.
- 3.2.19 MDboss will be providing DDR with detailed log of pending dictation received in past 24 hours as or when requested. Please see **Appendix B,C,D** for some sample reports.
- 3.2.20 MDboss Inc shall maintain strict confidentiality of the information contained within the reports transcribed for DDR. MDboss Inc does covenant in accordance with this paragraph to take reasonable steps to maintain the confidentiality of reports dictated by personnel DDR and in pursuit thereof shall communicate to all of its employees, both present and in the future, in writing, the confidentiality that must be maintained with respect to all dictation emanating from the staff at DDR. MDboss Inc uses firewalls of Netopia and Cisco managed by our computer engineer. The dictation system and software for word processing with encryption of data and access codes based on industry standards. MDboss Inc uses technology compliant with known and established regulations from HIPAA and HCFA. All MDboss Inc employees execute a Confidentiality Agreement and the original copy of the each signed agreement will be submitted to DDR.
- 3.3 General Terms and Conditions
- 3.3.1 Record Disclosure:** Confidentiality Information:
MDboss Inc shall maintain strict confidentiality of the information contained within the reports transcribed for DDR. MDboss Inc does covenant in accordance with this paragraph to take reasonable steps to maintain the confidentiality of reports dictated by personnel DDR and in pursuit thereof shall communicate to all of its employees, both present and in the future, in writing, the confidentiality that must be maintained with respect to all dictation emanating from the staff at DDR.
- 3.3.2 Facility security:**
MDboss Inc. performs all process in a secured facility leading to high confidentiality of all reports. There will be a background check done on the employees who are performing work for this contract. The facility will also be monitored and visited by DDS.
- 3.3.3 Special terms and Conditions:**
MDboss Inc. accomplishes all work in our secured premises only. We do not outsource or subcontract work to other providers.

3.3.4 Loss Reporting – PII

MDboss will report any loss of Personally Identifiable Information (PII) to the appropriate State Agency (DDS) official.

3.3.5 Enforcement & Recommendation

DDS official can visit MDboss facility anytime to see the security of the place. MDboss will make every effort to employ trustworthy people by doing a proper background check of the employee and would maintain a record for audit purpose.

3.3.6 Conflict of Interest

MDboss will report immediately if there is any conflict of interest.

3.3.7 Prohibition of Gratuities

MDboss has not paid any fees to anyone to get this contract.

3.3.8 Certification related to lobbying

MDboss certifies that no money has been paid to any Member of Congress or employee of any Federal entity.

3.3.9 Vendor Relationship

MDboss relationship to the state shall be that of an independent contractor.

3.3.10 Indemnification

MDboss agrees to indemnify, defend and hold harmless the State and the Agency for any losses caused by MDboss.

3.3.11 Governing Law

MDboss will abide by the laws of State of West Virginia.

3.3.12 Compliance with Laws and Regulation

MDboss will procure all licenses in order to comply with Laws and Regulation.

3.3.13 Term of Contract and Renewal

MDboss will comply with Term of Contract and Renewal.

3.3.14 Non-Appropriation of Funds

If the Agency is not allotted fund then they can terminate the contract anytime.

3.3.15 Contract Termination

MDboss will have no issue if State terminates the contract anytime.

3.3.16 Changes



MDboss will have no issue if contract is changed.

3.3.17 Invoices, Progress Payments & Retainage

MDboss will submit invoice two times per month. The invoice will show number of reports done per office each day.

3.3.18 Record Retention

BayScribe will have reports available for lifelong on their system. This exceeds the requirement to maintain reports for at least 5 years.

3.3.19 Quantities

MDboss understands that the quantities mentioned in this document are approximate.



Appendix A

BayScribe Sample Touch-Tone Telephone Dictation Instructions

1. From any touch-tone phone dial (XXX) XXX-XXXX.
2. When prompted, enter your user ID number _____ followed by the “#” key.
3. If prompted, “Enter the work type” followed by the “#” key. Choices are below (there is one value per location).
 - 01 – Medical/Vocational Questionnaire
 - 02 - Range of Motion
 - 03 -
4. When prompted, “Enter the patient medical record number” enter patient’s MRN number followed by the “#” key.
5. After the record tone, you may begin dictating. While you are in the dictation mode the following functions are available for your use. “Pause mode” will give you 5 minutes hold time, before it disconnects your call from the dictation system. While in the pause/hold mode a prompt will play to confirm your connection to the dictation system.
 - 0 = Dictate from end of current patient.
 - 1 = Pause
 - 2 = Record
 - 3 = Incremental backspace with playback (repeatable)
 - 4 = Fast Forward
 - 5 = Disconnect (press this key to end your dictate session before you hang up)
 - 6 = Make Report STAT priority flag
 - 7 = Fast Rewind
 - 8 = (End of dictation flag) when this key is pressed you can dictate another report
 - ## = Play dictation job number (confirms your dictation)

For questions or concerns contact Graffen Integrated Business Solutions @ (610) 825-3737



Appendix B

MDboss Inc.
 41 Nautilus Drive
 Manahawkin, NJ 08050
 Tel. (678) 910-2839
 Fax. (609) 939-0821

Account: HOSPITAL NAME (HOSPITAL ID)
Period: 08/01/2011 - 08/19/2011

Turn Around Time Report - Daily Averages

Date	Dept	Rpt	Description	Avg TAT (Hrs)	Contracted (Hrs)	Out/In/Total	Compliance (%)
08-01-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-02-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-03-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-04-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-05-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-06-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-07-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-08-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-09-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-10-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-11-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-12-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-13-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-14-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-15-2011	1	AN01	ANSAR Test - Dr. Smith	4.63	24	0/1/1	100.00 %
08-16-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-17-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-18-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-19-2011	1	AN01	ANSAR Test - Dr. Smith		24		
08-01-2011	1	EC01	Echocardiogram - Suite 3	45.53	24	2/1/3	33.33 %
08-02-2011	1	EC01	Echocardiogram - Suite 3	49.20	24	2/3/5	60.00 %
08-03-2011	1	EC01	Echocardiogram - Suite 3	44.11	24	1/3/4	75.00 %
08-04-2011	1	EC01	Echocardiogram - Suite 3	29.66	24	5/1/6	16.67 %
08-05-2011	1	EC01	Echocardiogram - Suite 3	26.80	24	2/0/2	0.00 %
08-06-2011	1	EC01	Echocardiogram - Suite 3		24		
08-07-2011	1	EC01	Echocardiogram - Suite 3	63.60	24	8/0/8	0.00 %
08-08-2011	1	EC01	Echocardiogram - Suite 3	65.52	24	1/0/1	0.00 %
08-09-2011	1	EC01	Echocardiogram - Suite 3	14.01	24	1/3/4	75.00 %
08-10-2011	1	EC01	Echocardiogram - Suite 3		24		
08-11-2011	1	EC01	Echocardiogram - Suite 3	22.85	24	1/5/6	83.33 %
08-12-2011	1	EC01	Echocardiogram - Suite 3	25.04	24	2/0/2	0.00 %
08-13-2011	1	EC01	Echocardiogram - Suite 3		24		
08-14-2011	1	EC01	Echocardiogram - Suite 3	54.68	24	3/0/3	0.00 %
08-15-2011	1	EC01	Echocardiogram - Suite 3	58.59	24	10/3/13	23.08 %
08-16-2011	1	EC01	Echocardiogram - Suite 3	23.23	24	2/3/5	60.00 %
08-17-2011	1	EC01	Echocardiogram - Suite 3	8.62	24	0/1/1	100.00 %
08-18-2011	1	EC01	Echocardiogram - Suite 3	26.17	24	3/2/5	40.00 %
08-19-2011	1	EC01	Echocardiogram - Suite 3		24		
08-01-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-02-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-03-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-04-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-05-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-06-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-07-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-08-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		

Date	Dept	Rpt	Description	Avg TAT (Hrs)	Contracted (Hrs)	Out/In/Total	Compliance (%)
08-09-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-10-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-11-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-12-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-13-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-14-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-15-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-16-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-17-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-18-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-19-2011	1	EK01	Audio Only - Echo, Stress Echo, Vascular - Suite 3		24		
08-01-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-02-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-03-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-04-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-05-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-06-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-07-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-08-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-09-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-10-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-11-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-12-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-13-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-14-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-15-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-16-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-17-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-18-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-19-2011	1	EK05	Echo, Stress-echo, vascular		24		
08-01-2011	1	LT01	Letter - Suite 3	35.96	24	11/12/23	52.17 %
08-02-2011	1	LT01	Letter - Suite 3	15.60	24	7/31/38	81.58 %
08-03-2011	1	LT01	Letter - Suite 3	30.43	24	8/5/13	38.46 %
08-04-2011	1	LT01	Letter - Suite 3	22.27	24	12/28/40	70.00 %
08-05-2011	1	LT01	Letter - Suite 3	30.23	24	5/3/8	37.50 %
08-06-2011	1	LT01	Letter - Suite 3	25.09	24	1/0/1	0.00 %
08-07-2011	1	LT01	Letter - Suite 3	67.42	24	5/0/5	0.00 %
08-08-2011	1	LT01	Letter - Suite 3	29.26	24	11/24/35	68.57 %
08-09-2011	1	LT01	Letter - Suite 3	8.02	24	0/25/25	100.00 %
08-10-2011	1	LT01	Letter - Suite 3	18.41	24	11/21/32	65.62 %
08-11-2011	1	LT01	Letter - Suite 3	15.17	24	2/50/52	96.15 %
08-12-2011	1	LT01	Letter - Suite 3	10.84	24	0/15/15	100.00 %
08-13-2011	1	LT01	Letter - Suite 3	29.28	24	3/0/3	0.00 %
08-14-2011	1	LT01	Letter - Suite 3	58.88	24	22/0/22	0.00 %
08-15-2011	1	LT01	Letter - Suite 3	27.70	24	16/35/51	68.63 %
08-16-2011	1	LT01	Letter - Suite 3	9.73	24	4/18/22	81.82 %
08-17-2011	1	LT01	Letter - Suite 3	24.87	24	17/13/30	43.33 %
08-18-2011	1	LT01	Letter - Suite 3	30.36	24	32/15/47	31.91 %
08-19-2011	1	LT01	Letter - Suite 3	51.61	24	13/0/13	0.00 %
08-01-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	1.59	24	0/13/13	100.00 %
08-02-2011	1	LT11	Letter - Suite 3 -	18.15	24	0/9/9	100.00 %

Date	Dept	Rpt	Description	Avg TAT (Hrs)	Contracted (Hrs)	Out/In/Total	Compliance (%)
08-03-2011	1	LT11	Doe/Henry/Graffen Letter - Suite 3 - Doe/Henry/Graffen	48.96	24	12/1/13	7.69 %
08-04-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	28.12	24	8/6/14	42.86 %
08-05-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	22.88	24	1/20/21	95.24 %
08-06-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen		24		
08-07-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	55.10	24	11/0/11	0.00 %
08-08-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	20.08	24	3/7/10	70.00 %
08-09-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	20.52	24	0/17/17	100.00 %
08-10-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	24.70	24	6/2/8	25.00 %
08-11-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	14.13	24	0/3/3	100.00 %
08-12-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	19.44	24	0/23/23	100.00 %
08-13-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen		24		
08-14-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	53.70	24	17/0/17	0.00 %
08-15-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	30.56	24	5/6/11	54.55 %
08-16-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	16.30	24	0/19/19	100.00 %
08-17-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	1.85	24	0/4/4	100.00 %
08-18-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen		24		
08-19-2011	1	LT11	Letter - Suite 3 - Doe/Henry/Graffen	19.12	24	0/16/16	100.00 %
08-01-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-02-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-03-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-04-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-05-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-06-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-07-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-08-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-09-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure	4.53	24	0/1/1	100.00 %
08-10-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure	27.39	24	1/1/2	50.00 %
08-11-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-12-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		
08-13-2011	1	LT21	Letter - Dr. Smith MLH Adv Heart Failure		24		



APPENDIX C

MDboss Inc.
 41 Nautilus Drive
 Manahawkin, NJ 08050
 Tel. (678) 910-2839
 Fax. (609) 939-0821

Account: HOSPITAL NAME (HOSPITAL ID)
Period: 08/01/2011 - 08/19/2011

Turn Around Time Report - Job Detail

Ref #	Subject Name	Rpt	Date Received	Date Delivered	Signing ID	TAT (Hrs)
201107310000009177		NT04	2011-07-29 16:06	2011-08-01 12:38		68.53
201107310000009174		PL04	2011-07-29 14:00	2011-08-01 12:17		70.29
201107310000009175		PL04	2011-07-29 16:04	2011-08-01 12:08		68.08
201107310000009172		NT04	2011-07-29 13:57	2011-08-01 12:06		70.15
201107310000009164		EC02	2011-07-29 13:50	2011-08-01 11:56		70.09
201107310000009129		LT04	2011-07-29 12:50	2011-08-01 11:54		71.06
201107310000009162		EC02	2011-07-29 12:44	2011-08-01 11:52		71.14
201107310000009147		EC02	2011-07-29 12:13	2011-08-01 11:48		71.59
201107300000008920		SE04	2011-07-29 12:08	2011-08-01 11:46		71.63
201107310000009077		SE01	2011-07-29 11:06	2011-08-01 11:42		72.61
201107310000009127		EC02	2011-07-29 09:59	2011-08-01 11:37		73.64
201107310000009122		SE01	2011-07-29 07:52	2011-08-01 11:36		75.73
201108010000000366		LT03	2011-08-01 19:11	2011-08-01 23:31		4.33
201108010000000364		LT03	2011-08-01 16:13	2011-08-01 23:22		7.15
201108010000000362		LT03	2011-08-01 14:53	2011-08-01 23:18		8.42
201108010000000338		LT01	2011-08-01 15:40	2011-08-01 21:45		6.09
201108010000000332		LT04	2011-08-01 15:34	2011-08-01 21:31		5.95
201108010000000331		LT01	2011-08-01 15:37	2011-08-01 21:30		5.88
201108010000000324		LT04	2011-08-01 16:28	2011-08-01 21:09		4.69
201108010000000316		LT01	2011-08-01 13:00	2011-08-01 20:55		7.91
201108010000000315		LT04	2011-08-01 16:10	2011-08-01 20:49		4.64
201108010000000310		LT01	2011-08-01 12:56	2011-08-01 20:42		7.78
201108010000000277		LT04	2011-08-01 15:16	2011-08-01 19:22		4.09
201108010000000276		LT01	2011-08-01 15:26	2011-08-01 19:19		3.88
201108010000000268		LT02	2011-08-01 14:51	2011-08-01 18:52		4.02
201108010000000262		LT02	2011-08-01 14:45	2011-08-01 18:41		3.93
201108010000000256		LT01	2011-08-01 14:01	2011-08-01 18:13		4.21
201108010000000241		LT01	2011-08-01 13:30	2011-08-01 17:33		4.06
201108010000000237		LT01	2011-08-01 12:28	2011-08-01 17:21		4.88
201108010000000229		LT01	2011-08-01 10:56	2011-08-01 16:54		5.96
201108010000000218		LT11	2011-08-01 15:44	2011-08-01 15:55		0.18
201108010000000217		LT11	2011-08-01 15:10	2011-08-01 15:50		0.66
201108010000000214		LT13	2011-08-01 14:59	2011-08-01 15:45		0.76
201108010000000213		LT11	2011-08-01 15:07	2011-08-01 15:44		0.62
201108010000000212		LT02	2011-08-01 13:11	2011-08-01 15:39		2.47
201108010000000210		LT13	2011-08-01 14:09	2011-08-01 15:35		1.43
201108010000000209		LT11	2011-08-01 12:57	2011-08-01 15:34		2.62
201108010000000207		LT11	2011-08-01 12:55	2011-08-01 15:30		2.58
201108010000000206		LT13	2011-08-01 14:17	2011-08-01 15:28		1.20
201108010000000205		LT11	2011-08-01 12:53	2011-08-01 15:25		2.55
201108010000000203		LT11	2011-08-01 12:50	2011-08-01 15:20		2.51
201108010000000202		LT11	2011-08-01 11:43	2011-08-01 15:14		3.51
201108010000000197		LT13	2011-08-01 14:20	2011-08-01 14:56		0.61
201108010000000191		LT01	2011-07-29 16:12	2011-08-01 14:48		70.59
201108010000000181		LT11	2011-08-01 11:39	2011-08-01 14:35		2.94
201108010000000179		LT01	2011-08-01 10:49	2011-08-01 14:30		3.69
201108010000000177		LT04	2011-08-01 11:27	2011-08-01 14:11		2.72
201108010000000165		LT01	2011-07-29 15:36	2011-08-01 13:50		70.22
201108010000000154		LT13	2011-08-01 12:08	2011-08-01 13:31		1.38
201108010000000146		LT04	2011-08-01 10:34	2011-08-01 13:01		2.45
201108010000000145		LT13	2011-08-01 12:03	2011-08-01 13:00		0.95
201108010000000143		LT13	2011-08-01 11:56	2011-08-01 12:52		0.93
201108010000000139		LT01	2011-07-29 14:14	2011-08-01 12:35		70.35
201108010000000132		LT01	2011-08-01 10:04	2011-08-01 12:15		2.19

Account: HOSPITAL NAME (HOSPITAL ID)
 Period: 08/01/2011 - 08/19/2011

Turn Around Time Report - Job Detail

Ref #	Subject Name	Rpt	Date Received	Date Delivered	Signing ID	TAT (Hrs)
201108010000000131		LT04	2011-08-01 10:16	2011-08-01 12:14		1.96
201108010000000129		EC01	2011-08-01 09:44	2011-08-01 13:23		3.65
201108010000000120		LT01	2011-08-01 09:10	2011-08-01 11:44		2.56
201108010000000118		LT13	2011-08-01 11:33	2011-08-01 11:42		0.16
201108010000000115		LT13	2011-08-01 10:42	2011-08-01 11:33		0.85
201108010000000114		LT11	2011-08-01 11:02	2011-08-01 11:32		0.50
201108010000000111		LT13	2011-08-01 10:07	2011-08-01 11:26		1.31
201108010000000109		LT04	2011-08-01 10:06	2011-08-01 11:23		1.29
201108010000000107		LT11	2011-08-01 10:50	2011-08-01 11:18		0.47
201108010000000104		LT13	2011-08-01 09:51	2011-08-01 13:30		3.65
201108010000000103		LT11	2011-08-01 10:34	2011-08-01 11:13		0.66
201108010000000100		LT11	2011-08-01 10:14	2011-08-01 11:08		0.90
201108010000000098		SE01	2011-07-29 11:42	2011-08-01 11:44		72.02
201108010000000097		LT02	2011-07-29 15:02	2011-08-01 10:55		67.88
201108010000000088		LT02	2011-07-29 14:54	2011-08-01 10:34		67.67
201108010000000076		EC02	2011-07-29 14:46	2011-08-01 11:59		69.21
201108010000000072		LT01	2011-07-29 10:16	2011-08-01 11:41		73.41
201108010000000061		LT01	2011-07-29 12:36	2011-08-01 09:53		69.27
201108010000000055		LT01	2011-07-29 11:09	2011-08-01 09:45		70.60
201108010000000051		LT01	2011-07-29 14:58	2011-08-01 09:33		66.58
201108010000000033		EC01	2011-07-29 15:44	2011-08-01 12:01		68.27
201108010000000030		LT01	2011-07-29 12:04	2011-08-01 11:45		71.67
201108010000000029		SE01	2011-07-29 20:05	2011-08-01 12:53		64.81
201108010000000028		SE01	2011-07-29 20:03	2011-08-01 12:56		64.89
201108010000000026		EC01	2011-07-29 20:01	2011-08-01 12:42		64.68
201108010000000016		LT01	2011-07-29 14:12	2011-08-01 11:57		69.76
201108010000000015		CV04	2011-07-29 17:29	2011-08-01 12:40		67.19
201108010000000014		CV04	2011-07-29 17:27	2011-08-01 12:03		66.60
201108010000000013		LT01	2011-07-29 14:16	2011-08-01 07:25		65.14
201108010000000012		LT01	2011-07-29 14:11	2011-08-01 12:37		70.42
201108010000000001		LT04	2011-07-29 17:57	2011-08-01 13:05		67.13
201108020000000817		LT01	2011-08-01 11:09	2011-08-02 23:43		36.57
201108020000000793		LT04	2011-08-02 16:39	2011-08-02 23:05		6.44
201108020000000780		LT01	2011-08-01 10:46	2011-08-02 22:39		35.87
201108020000000760		LT03	2011-08-02 14:58	2011-08-02 22:12		7.24
201108020000000750		LT03	2011-08-02 14:32	2011-08-02 21:58		7.44
201108020000000738		LT03	2011-08-02 12:39	2011-08-02 21:38		8.98
201108020000000735		LT03	2011-08-02 12:36	2011-08-02 21:29		8.88
201108020000000720		LT01	2011-08-02 17:27	2011-08-02 21:15		3.81
201108020000000712		LT01	2011-08-02 17:15	2011-08-02 20:58		3.71
201108020000000699		LT01	2011-08-02 16:45	2011-08-02 20:23		3.62
201108020000000694		LT01	2011-08-02 16:34	2011-08-02 20:07		3.55
201108020000000684		LT01	2011-08-02 16:26	2011-08-02 19:43		3.28
201108020000000669		LT01	2011-08-01 10:43	2011-08-02 19:29		32.78
201108020000000641		LT01	2011-08-01 11:40	2011-08-02 17:31		29.85
201108020000000612		LT01	2011-08-01 15:45	2011-08-02 15:45		24.00
201108020000000602		LT04	2011-08-02 10:13	2011-08-02 15:05		4.88
201108020000000591		LT04	2011-08-02 13:07	2011-08-02 14:49		1.70
201108020000000589		LT01	2011-08-02 13:09	2011-08-02 14:46		1.62
201108020000000587		LT04	2011-08-02 11:55	2011-08-02 14:43		2.79
201108020000000584		LT01	2011-08-02 13:01	2011-08-02 14:38		1.62
201108020000000581		SE01	2011-08-02 12:59	2011-08-02 14:41		1.70
201108020000000575		LT01	2011-08-02 13:06	2011-08-02 14:25		1.32
201108020000000570		LT03	2011-08-02 12:43	2011-08-02 14:20		1.62
201108020000000568		LT01	2011-08-01 17:16	2011-08-02 14:19		21.06
201108020000000565		LT01	2011-08-02 13:11	2011-08-02 14:17		1.09
201108020000000555		LT01	2011-08-02 09:46	2011-08-02 14:36		4.84
201108020000000550		LT01	2011-08-02 13:18	2011-08-02 14:49		1.52

APPENDIX D



MDboss Inc.
41 Nautilus Drive
Manahawkin, NJ 08050
Tel. (678) 910-2839
Fax. (609) 939-0821

Account: HOSPITAL NAME (HOSPITAL ID)
Period: 08/01/2011 - 08/19/2011

Turn Around Time Report - Period Averages

Summary

Total Reports	1645
Total Reports OUT of Compliance	470
Total Reports IN Compliance	1175
Average Turnaround Time	22.67 Hrs
Turn Around Time Compliance Percentage	71.43 %

Dept	Rpt	Description	Avg TAT (Hrs)	Contracted (Hrs)	Out/In/Total	Compliance (%)
1	AN01	ANSAR Test - Dr. Smith	4.63	24	0/1/1	100.00 %
1	EC01	Echocardiogram - Suite 3	41.02	24	43/25/68	36.76 %
1	LT01	Letter - Suite 356	25.11	24	180/295/475	62.11 %
1	LT11	Letter - Suite 356 - Gnall/McGeehin/Khan	25.88	24	63/146/209	69.86 %
1	LT21	Letter - Dr. Droogan MLH Adv Heart Failure	43.12	24	13/4/17	23.53 %
1	LT31	Letter - Suite 356 - Joanne Clothier	21.44	24	2/5/7	71.43 %
1	SE01	Stress Echo - Suite 356	38.14	24	24/20/44	45.45 %
2	CV02	Extracranial Cerebrovascular Duplex Report - Suite 375	38.99	24	7/2/9	22.22 %
2	EC02	Echocardiogram - Suite 375	63.16	24	7/1/8	12.50 %
2	LT02	Letter - 375 - Sawin, Phiambolis	22.38	24	39/146/185	78.92 %
2	SE02	Stress Echo - Suite 375	45.80	24	10/3/13	23.08 %
3	EC03	Echocardiogram - Suite 380	23.20	24	4/24/28	85.71 %
3	LT03	Letter - 380 - Coady and Shapiro	6.64	24	5/251/256	98.05 %
3	LT13	Letter - 380 - Theresa Pavone	4.82	24	3/78/81	96.30 %
3	SE03	Stress Echo - Suite 380	29.14	24	9/20/29	68.97 %
4	AB04	Abdominal Aorta Duplex Report - Ardmore	20.46	24	1/3/4	75.00 %
4	AR04	Arterial Duplex Report - Ardmore	15.50	24	0/4/4	100.00 %
4	CV04	Extracranial Cerebrovascular Duplex Report - Ardmore	23.89	24	5/17/22	77.27 %
4	EC04	Echocardiogram - Ardmore	37.91	24	12/18/30	60.00 %
4	LT04	Letter - Ardmore	15.55	24	18/76/94	80.85 %
4	MU04	GATED BLOOD POOL (MUGA) REPORT - Ardmore	59.58	24	1/0/1	0.00 %
4	NT04	Nuclear Treadmill Stress Test - Ardmore	34.90	24	9/14/23	60.87 %
4	PL04	Pharmacologic (Lexiscan) Nuclear Stress Test - Ardmore	30.42	24	5/10/15	66.67 %
4	SE04	Stress Echo - Ardmore	34.92	24	9/12/21	57.14 %
4	TS04	Treadmill/ Stress Test - Ardmore	95.45	24	1/0/1	0.00 %

APPENDIX E

Quality Assurance Audit

MDboss Inc.

MT Name:

MT ID:

Date:

<i>JOB NUMBER(s)</i>	<i>LINES</i>
TOTAL LINES REVIEWED	0

<i>Type of error</i>	<i># of errors in report</i>	<i>x value</i>	<i>total points deducted</i>
Critical Errors Affecting Patient Safety			
Medical word misuse		2	0
Omitted/Creative Dictation		2	0
Patient ID error		2	0
Major Errors Affecting Document Integrity			
Medical word misspelling		1	0
English word misspelling		0.75	0
Incorrect verbiage		0.75	0
Abuse of flagging/blanks		0.5	0
Failure to flag		0.5	0
Protocol failure		0.5	0
Grammar/Formatting		0.5	0
Miscellaneous/Other		0.25	0
Punctuation/Typo		0.25	0
		Total	0

An accuracy score is calculated by the total number of lines reviewed less the total number of quality errors divided by the total number of lines.

Example: 150 lines

-3.25 error points
146.75 divided by 150 lines = 97.8% accuracy score

Total lines reviewed	0
Total Errors	0
Subtotal	0
Accuracy Rating	#DIV/0!



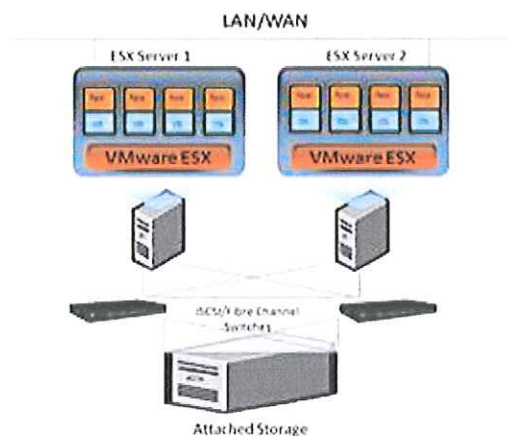
Virtual Report Solution

Reference Architecture

BayScribe is a self-contained Dictation, Transcription and Document Distribution application (Appliance) that runs on virtual server technology – VMware Virtual Infrastructure – making it a Virtual Appliance (or Virtual Machine, VM).

One of the primary business and technical objectives of the Virtual Report Solution is to eliminate single points of failure and interoperability issues. In a traditional dictation and transcription system there are multiple servers that are dedicated (i.e. single-purpose) to a specific task, e.g. Voice Capture server, Voice database server, etc. There are two obvious concerns with the traditional architecture – first, if one of the servers fail, the Availability (High Availability – HA) of the entire system is affected. Second, to create a backup system and Disaster Recovery (DR) Plan requires the acquisition of an entire duplicate set of hardware – expensive!

As shown below, if Server 1 were to have a hardware failure, the BayScribeVM would automatically begin running (in real time) on Server 2. The same methodology applies to the Switch, and the Storage array, which is a RAID level-5 storage device with hot spares, power supplies and the entire requisite suite to make it Highly Available as well.



The figure here illustrates a typical High Availability (HA) configuration for using the Dell™ PowerVault™ MD3000i in an ESX Server farm. As a best practice, Dell recommends using a separate Gigabit Ethernet network switch to handle iSCSI storage traffic. Two servers are connected to two switches. Each switch has a path to the MD3000i via the two dual port controllers. In this HA configuration, the servers, switches, and MD3000i ports share the same subnet. The NIC ports serving iSCSI traffic on the ESX servers are teamed.

The MD3000i storage solution high availability model has dual controllers with two 1GbE ports per controller for a total of four 1GbE ports. The dual controller option can connect up to 16 fully redundant hosts. The MD3000i iSCSI storage array contains four Ethernet ports through which the Virtual Disk can be accessed

affording both redundancy and availability of data. Provisioning of storage on servers in a VM environment is a multiple step process starting with definition of the server names for host access. The iSCSI connection is then established from the storage subsystem, and after detection and configuration is established as a two way link with the associated ESX server(s), completing the iSCSI communication subsystem. The final step allocates the detected storage to the individual virtual machines (VM's), where all or part of the configured storage can be assigned to individual VM's.



The Standard configuration supports High Availability (HA), as it is a primary benefit of the BayScribe Virtual Dictation & Report Solution. This configuration includes performance monitoring and automated backup and resource scheduling via DRS – VMware VI3 Enterprise Edition. The Standard configuration is designed to be an entry-level configuration that meets the appropriate performance levels for an HA environment – it includes VMware VI3 Enterprise Edition.

Standard Configuration Detail

The Standard configuration enables features that are designed to meet the needs of small and medium business customers. The Standard configuration is a representation of an ESX feature oriented infrastructure. Host servers run ESX/ESXi Enterprise Server and are managed using the VirtualCenter Server. Each server is attached to shared storage, which enables additional ESX features such as VMotion, High Availability, Distributed Resource Scheduling, and Storage VMotion. The Standard configuration offers uptime, maintenance scheduling, resource scheduling, one-to-many manageability options and backup and recovery options.

The configuration consists of two servers each and eight GB is the minimum recommended memory. The storage requirements are dependent upon the length of time that Voice files need to be retained on the system. In a non-Speech Recognition (SR) environment, one minute of audio requires ~1MB of storage. In a SR environment, one minute of audio requires ~1.5MB of storage. In either instance, Shared Storage (iSCSI, NFS, Fiber) is required to be HA compliant.

Components

- **Servers:** The servers include 1U/2U rack servers 1U rack servers have low local storage capacity, so they match well with the SAN.
- **CPU:** The servers start with two quad-core processors (although two dual-core processors) would suffice to run the BayScribeVM and maintain High Availability.
- **Memory:** The 8GB RAM provides enough memory to easily deploy BayScribe, as well as other virtual machines in either a production or test environment.
- **Network:** The two onboard and one add-in DualPort gigabit NICs provide enough bandwidth to support an iSCSI target and network traffic, while leaving all the PCI-e slots available for additional peripherals. The service console and management are shared on the same NIC. To keep storage traffic isolated, a separate Ethernet switch is recommended to access iSCSI devices.

Explanation of terms

High Availability (HA)

Automatic restart of virtual machines with VMware HA provides an easy to use and cost-effective failover solution. VMware HA can detect VM failures and can automatically initiate restarts of a VM and applications of redundant hardware. HA combined with DRS improves service availability and gives a more robust and dynamically balanced system.

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