



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information

Procurement Folder: 61039

Procurement Type: Central Master Agreement

Vendor ID: VS0000004613 

Legal Name: Andy Shilpi

Alias/DBA:

Total Bid: \$0.07

Response Date: 04/02/2015 

Response Time: 11:58

SO Doc Code: CRFQ

SO Dept: 0932

SO Doc ID: DRS1500000005

Published Date: 3/23/15

Close Date: 4/2/15

Close Time: 13:30

Status: Closed

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

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 61039

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

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-02 13:30:00	SR 0932 ESR04021500000002961	1

VENDOR
VS0000004613 Andy Shilpi

FOR INFORMATION CONTACT THE BUYER
 Evelyn Melton
 (304) 558-7023
 evelyn.p.melton@wv.gov

Signature X **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$0.07	

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description : ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

ADDENDUM NO. 2 IS ISSUED:



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

**State of West Virginia
 Request for Quotation**

Proc Folder: 61039

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

Proc Type: Central Master Agreement

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

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 InSync Healthcare Solutions
 10 Lanidex Plaza West
 Parsippany, NJ 07054
 877 246 8484 x291

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Roland Demmault* FEIN # 47-2243284 DATE 3/31/2015

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$0.072	\$165,600 <small>(per 2.3 million lines)</small>

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description :
ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

ADDENDUM NO. 2 IS ISSUED:
 - TO PROVIDE RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION.
 - TO PROVIDE ADDENDUM ACKNOWLEDGMENT.
 --- END OF ADDENDUM NO. 2 ---

ADDENDUM NO. 1 IS ISSUED:
 - TO MOVE THE BID OPENING DATE TO ALLOW FOR THE ISSUANCE OF RESPONSES TO THE QUESTIONS RECEIVED FOR THE ABOVE SOLICITATION:
 FROM: MARCH 12, 2015 @ 1:30 P.M.
 TO: APRIL 2, 2015 @ 1:30 P.M.
 - TO PROVIDE ADDENDUM ACKNOWLEDGMENT
 --- END OF ADDENDUM NO. 1 ---

DRS1500000005	Document Phase Final	Document Description ADDENDUM NO. 2. -TRANSCRIPTION SERVICES FOR THE WVDRS	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: InSync Healthcare Solutions

Authorized Signature: *Roland Theriault* Date: 3/31/2015

State of Florida

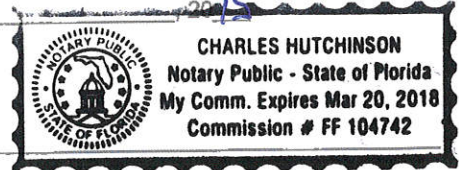
County of Hillsborough, to-wit:

Taken, subscribed, and sworn to before me this 1st day of April

My Commission expires March 20, 2018, 2015

AFFIX SEAL HERE

NOTARY PUBLIC



WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: InSync Health Care Solutions

Name of Associate: _____

Signature: *Roland Thumicull*

Signature: _____

Title: VP Sales

Title: _____

Date: 3/30/2015

Date: _____

Form - WVBA-012004
Amended 06.26.2013

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

Appendix A

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

Name of Associate: _____

Name of Agency: _____

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DRS1500000005

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

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

Addendum Numbers Received:

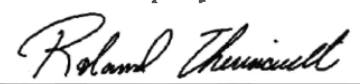
(Check the box next to each addendum received)

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

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

Insync Healthcare Solutions, LLC

Company



Authorized Signature

3/31/2015

Date

CERTIFICATION AND SIGNATURE PAGE

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

Insync Healthcare Solutions, LLC

(Company)

Roland Therriault Roland Therriault, VP Sales

(Authorized Signature) (Representative Name, Title)

P: 877-246-8484 x 291 F: 732-860-0740 3/31/2015

(Phone Number) (Fax Number) (Date)

CERTIFICATION AND SIGNATURE PAGE

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

Insync Healthcare Solutions, LLC

(Company)

Roland Therriault Roland Therriault, VP Sales

(Authorized Signature) (Representative Name, Title)

P: 877-246-8484 x 291 F: 732-860-0740 3/31/2015

(Phone Number) (Fax Number) (Date)



Medical Transcription Service Proposal

CRFQ_DRS1500000005

Total 26 Pages of Text Including this cover page

Prepared for:

West Virginia Disability Determination Services

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

Presented by:

Insync Healthcare Solutions LLC
Attn: Roland Therriault, VP, sales
Phone: 877-246-8484 x 291
Email: roland.therriault@insynchcs.com

Insync Healthcare Solutions LLC

10 Lanidex Plaza West
Parsippany, NJ 07054
Phone: 877.246.8484
Fax: (732) 860-0740
Web: www.insynchcs.com



Quality
Endorsed
Company
ISO 9001
SAI Global

An ISO 9001:2000 Certified Company





March 26, 2015

West Virginia Disability Determination Services
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

Re: Request for Proposal for Medical Transcription Services (CRFQ DRS150000005)

To Whom It May Concern:

Insync Healthcare Solutions ("Insync") is hereby submitting the enclosed as its Proposal to the CRFQ_DRS1500000005 for "Medical Transcription Services" for the State of West Virginia Disability Determination Services.

Insync is a leading provider of medical transcription services to over 150 healthcare systems, hospitals & group practices throughout the United States. Additionally, we wish to highlight the following governmental clients to which Insync is currently providing medical transcription services:

- Insync has provided a medical transcription solution, including dictation capture, electronic delivery of transcribed reports, security storage and workflow technology, to the **State of Tennessee, Department of Disability Determination Services** for the past 6 years and that its contract has been renewed for an additional 3 years at the end of the 2013 term.
- Insync has also been awarded with a 2-yr contract to perform transcription services for the **State of Indiana, Family and Social Services Administration** beginning April 1, 2014.

Insync is quite confident that it is capable of providing the State of West Virginia Disability Determination with the highest quality of medical transcription services in full compliance with the requirements of the RFP.

Please feel free to contact us if you require any additional information on this Proposal.

Again, thank you for this opportunity.

Sincerely,

Roland Therriault
Insync Healthcare Solutions
10 Lanidex Plaza West
Parsippany, NJ 07054
Phone: 877-246-8484 x 291
Email: roland.therriault@insynchcs.com

Cont'd.



EXHIBIT A

Scope of Work

Insync Healthcare Solutions LLC ("INSYNC") transcription system will accept dictations (24) hours per day, (7) days per week, (52) weeks per year.

- INSYNC will meet all requirements (listing 1 through 11) listed under "Specifications," in Pages 21–28 of CRFQ_DRS150000005 Instructions to Bidders, Terms & Conditions and Specification.

For additional details, please refer to Exhibits G (Dictation Equipment Capture, Voice-Data Transmission revised) and H (Technology Requirements).

Further details per RFP requirements are listed below.

- INSYNC will meet all requirements to accomplish tele-transcription services for consultative examination sources. INSYNC is confident of handling the given estimated 2.3 million lines or more (per previous year's quantity) without compromising quality or TAT.

For additional details, please refer to exhibits D (Implementation & Work Transition Plan & Contingency & Disaster Recovery Plan), E (Sample Document Line Count & INSYNC Line Counting Tool), and F (HIPAA Compliance, Security Protocol, Policy & Procedures).

- INSYNC does meet requirement of qualification delineated under section 3 "Qualifications" and subsections 3.1 and 3.2. Insync has been into transcription business for the past 11 years. All our transcriptionists and quality analysts have at least 10-15 years of experience in transcribing medical/clinical reports. In fact, the team has been transcribing consultative and psychological examinations for **State of Tennessee Disability Determination Service (DDS)** for the 7 years and for the **State of Indiana Family and Social Services Administration (FSSA)** in the second year running.

For additional details on the quality assurance program, please refer to Exhibit I - Quality Assurance & Improvement Program.

- INSYNC will meet all requirements listed under section 4 "Mandatory Requirements" and subsection 4.1 "Mandatory Contract Services Requirements and Deliverables." (Page 21 through 28 of Instructions To Bidders, Terms & Conditions, And Specification document)
 - a. INSYNC will type consultative examinations (medical & psychological reports) and adhere to the line calculation methodology of dividing MS Word total character count with space with 75 characters with space per line.
 - b. INSYNC shall provide bi-weekly invoices.



Exhibit A continued...

- c. INSYNC works with an in-house off-shore model. INSYNC guarantees a secure HIPAA-compliant environment. Our system has 128-bit SSL encryption, ensuring secure transaction of voice files and documents from start to end. The work is monitored and supervised by operation manager. VPN tunnels will be used wherever necessary. INSYNC will ensure tight security and confidentiality of PHI and of all work performed per this RFP.
- d. INSYNC will provide most accurately typed reports within the stipulated turnaround time. INSYNC will also cater to STAT requests from time to time as advised in Addendum No. 2.
- e. There are rarely any chances of lost dictations with INSYNC system. However, in the event a dictation is lost or missing, INSYNC will investigate, inform and clarify with the dictating provider and deal with the situation aptly and proactively.
- f. INSYNC does possess fax number for communication with DDS office.
- g. INSYNC will provide an original to dictating physician for proofing.
- h. INSYNC provides a state-of-the-art 128-bit SSL web-based document management system. It allows DDS officials to easily and securely download all documents real-time, as soon as they are transcribed. Alternatively, INSYNC can also provide real-time auto-faxing and auto-downloading facility to DDS office.
- i. INSYNC will provide secure storage of reports for a minimum of 60 months from the date of completion.
- j. INSYNC will be responsible and will bear all telephone charges connected to transmission of consultative examinations to the DDS.
- k. INSYNC will provide a backup system and bear all charges in the event of equipment malfunction.
- l. INSYNC system has robust reporting system that is easily accessible to DDS users. INSYNC will provide, upon request, list of pending dictations in the past 24 hours.
- m. INSYNC will observe confidentiality of transcribed reports required by Federal Privacy Act and Freedom of Information Act.
- n. INSYNC and its employees will maintain strict PHI confidentiality and shall not disclose any information pertaining to claimant, physician, or facility.

For additional details, please refer to Exhibit F - HIPAA Compliance, Security Protocol, and Policy & Procedures.
- o. INSYNC will provide 800 toll-free telephone code access for dictation purpose along with a second similar 800 number for backup purpose. The 800 telephone service will be available 24 hours a day, 7 days a week, 365 days a year to all DDS providers, enabling multiple callers to dial and dictate at the same time.



Exhibit A continued...

This 800 phone service will be provided at no cost to DDS. The 800 phone service will also have an interactive voice response (IVR) assuring the dictators that they have reached INSYNC dictation system. The dial-in dictation service will possess all features mentioned under section 4.1.1.15.5 through 4.1.1.15.7 of the RFP. INSYNC shall provide the brochures for the same at no cost to DDS.

- p. INSYNC will provide and maintain 24x7 toll-free customer service number to DDS to handle all questions. Additionally, INSYNC will also cater to email and fax correspondence/communication.
- q. INSYNC will meet all requirements to access eData website and shall accommodate all requirements mentioned under section 4.1.1.18.1 through 4.1.1.18.6 of the RFP.
- r. INSYNC agrees to bill unsatisfactory work at one-half price to DDS. INSYNC assures high quality on work performed by its staff.

Please visit Exhibit I - Quality Assurance & Improvement Program for further details on quality assurance program.

- s. INSYNC will safeguard personally identifiable information (PII) and immediately report any loss to DDS official.
- INSYNC shall complete the pricing section through wvOASIS by providing all-inclusive per line price.
 - INSYNC will adhere to the schedule for performance of contract service and deliverables as required by DDS office.
 - INSYNC agrees to be responsible for all mileage and travel costs associated with performance of this contract.
 - INSYNC will designate a primary contract manager to oversee responsibilities under this contract. The manager shall be available during normal business hours to address customer service or other issues related to this contract.

Contract Manager:	Andy Shilpi
Address:	10 Lanidex Plaza West Parsippany, NJ 07054
Phone Number:	877-246-8484 x 1080
Fax Number:	413-410-4151



EXHIBIT B

Corporate Background and Experience

Insync Healthcare Solutions, LLC ("INSYNC"), a corporation headquartered in Parsippany, New Jersey, has been a leading provider of dictation and medical transcription services to over 200 healthcare organizations nationwide for the past 10 years.

Founded in 1995, Insync Healthcare Solutions, LLC (INSYNC) is a leading provider of data-driven healthcare solutions that improve practice efficiency and enhance patient care, and is one of the fastest-growing healthcare technology companies nationwide with over 80,000 healthcare providers using our services. Additional INSYNC solutions include claims processing, PM/EMR, bidirectional lab connectivity, revenue cycle management, patient reminders, real-time eligibility, patient statements, electronic remittance advice, and credit card processing.

INSYNC employs highly skilled professionals and implements a multi-tier document review system that monitors quality parameters through every step of transcription and editing. Fully customizable for every size practice, our ISO 9001:2000 certified Web-based transcription management solution results in faster billing, more complete reimbursements, and improved cash flow, all while helping significantly improve patient care. INSYNC is proud to have implemented stringent security standards in compliance with HIPAA and HITECH regulations and provides its customers with exceptional service standards, Transcription Quality per AHDI / AAMT standards, Rapid Turnaround, Robust/State-of-the-Art Technology, and Significant Cost Savings.

For more details, please refer to our website at www.Insynchcs.com

List of References – Current Customers (Total # of References – 11):

1. State of Tennessee - Disability Determination Bureau – INSYNC has provided transcription services to the Division for the past 7 years and anticipates that its contract will be renewed for an additional term of 3 years at the end of the 2013 term. *Please note that this state entity does not provide references.*
2. State of Indiana - Disability Determination Bureau – INSYNC was recently awarded with a 2-yr contract to perform transcription services for the State of Indiana, Family and Social Services Administration beginning April 1, 2014.

Contact Info: Scott Krumweid, Administered Services Director
Phone Number: 800-622-4968, Email: Scott.Krumwied@ssa.gov

3. County of Fresno Department of Public Health – INSYNC has been providing transcription services to the County of Fresno since past two years. *Please note that this entity does not provide references.*

Cont'd.



Exhibit B Continued.....

4. United Memorial Medical Center
Contact Info: Diane Skelton, RHIT, Director of Medical Records/Privacy Officer
Phone Number: 585-344-8173, Email: DSkelton@UMMC.org
5. Episcopal Church Home
Contact Info: Linda Hirt, RN, VP of Clinical Services
Phone Number: 585-546-8439 x 3112, Email: lhirt@episcopalseniorlife.org
6. Orange Coast Oncology/Hematology
Contact Info: Jill Chiascione, Business Manager
Phone Number: 949-474-572, Email: jill.chiascione@ocoh.com
7. Healthcare Associates in Medicine, P.C.
Contact Info: Terri Ward, Medical Records
Phone Number: 718-448-3210 x 810, Email: trans@hca-si.com
8. Epic Medical Center
Contact Info: Vicki Schaff, COO
Phone Number: 918-689-2535, Email: vickischaff@gmail.com
9. Griffin Memorial Hospital
Contact Info: Rita Allen, Director – Medical Records
Phone Number: 405-573-6670, Email: rlallen@odmhsas.org
10. Pioneer Center North
Contact Info: Todd Pardue, Practice Administrator
Phone Number: 360-856-3115, Email: todd.pardue@p-h-s.com

See Next Page



EXHIBIT C

Transcription Model

INSYNC offers off-shore based medical transcription model.

INSYNC intends to utilize the off-shore transcription model to perform the medical transcription services requested under this RFP for West Virginia Disability Determination Services.

INSYNC is an ISO 9001:2000 Certified Company (ISO = International Standards Organization, as accredited by SAI Global and ANAB ANSI-ASQ National Accreditation Board - U.S. accreditation body). The above accreditation reflects INSYNC's continuing emphasis on strict security measures to ensure compliance with HIPAA and HITECH regulations.

Orientation of Transcription Staff: Before transcription work is commenced, each employee assigned to this project will undergo an orientation process, which will include (i) rigorous HIPAA awareness, compliance & security training as outlined in Exhibit E - HIPAA Compliance, Security Protocol, Policy & Procedures; (ii) an overview of INSYNC's guidelines for the project; and (iii) detailed information regarding project-specific protocols, as provided by the State of NC. To the greatest extent possible, INSYNC will ensure that transcriptionists and editors assigned to this account will remain dedicated to the account for the duration of the contract term to ensure familiarity and consistency with the work.

To ensure that required quality standards are being met, INSYNC routinely utilizes Quality Assurance tools and performs compliance checks. Transcriptionists are frequently audited to ensure work is performed accurately from the beginning of the contract.

Implementation Process: The details of the implementation process are outlined in Exhibit D - Implementation & Work Transition Plan & Contingency & Disaster Recovery Plan.

Location of Work: Vadodara & Bangalore, Gujarat State, India

Corporate Structure: See Exhibit J - INSYNC Organizational Structure

See Next Page

Cont'd.



EXHIBIT D

Implementation & Work Transition Plan & Contingency / Disaster Recovery Plan

Overview:

INSYNC has designed its implementation and service execution process to provide a transparent, methodical approach when delivering a transcription solution. The design consists of a multi-tier, multi-step process that ensures all aspects of client satisfaction are met to create a smooth and seamless transition. The dates and plans are intended to make a successful conversion to INSYNC's transcription service from the date of contract signing to an anticipated go-live date.

Initiation Phase (3 Business Days): During the Initiation Phase (after contract award, but before contract implementation), INSYNC's VP sales and Director will meet with the Director/Designee of the West Virginia Disability Determination Services (hereinafter referred to as "DDS") to discuss the overall scope of the project in order to build a mutually beneficial business partnership. The parties will review, outline and agree upon the steps necessary for a successful and seamless transition to INSYNC's transcription services, including an overview of the implementation process and an execution timeline for the project. This phase will end with a kick off meeting with both teams and the agreed upon implementation process and timeline will be distributed to designated DDS staff in support of the next phase of the implementation process.

Planning Phase (3 Business Days): During the Planning Phase several teams from INSYNC will work closely with DDS staff. Simultaneously, each team will gather information to fully understand the requirements to successfully provide proper technical interfaces and a transcription workflow. This phase will require effective collaboration between DDS staff and INSYNC personnel to determine a mutually agreed upon workflow. In person and/or remote meetings (based on DDS preference) will be held and, if necessary, INSYNC's IT Manager will meet with key IT staff at each DDS facility.

Implementation & Training Phase (5 Business Days): The Implementation and Training Phase will cover the implementation of INSYNC's transcription solution at each DDS facility and the training of all applicable DDS staff in the proper use of INSYNC's transcription solution. INSYNC's Contract Manager will facilitate communication with DDS team to identify any roadblocks or status delays in the building process. This phase will conclude with a finalized solution that is mutually agreed upon between INSYNC and DDS staff.

INSYNC's designated Contract Manager will properly educate INSYNC's production team on the specific requirements from the DDS providers. The Contract Manager will also facilitate training sessions for DDS staff on how to utilize the system. Training material will be provided to each DDS user, along with key DDS personnel, to assist with the training. Additionally, each DDS personnel will be provided handy reference materials on the use of the transcription solution.

Cont'd.



Exhibit D Continued.....

Go-Live (2-4 Business Days): The Go-Live Phase will begin the activation and live use of the transcription solution. Transcription workflow requirements will have been completed with acknowledged satisfaction from DDS and INSYNC. During the initial stages of activation, all support parameters will be set with the Contract Manager.

After the Go-Live date has been confirmed, but prior to the actual Go-Live date, INSYNC's Contract Manager, along with the rest of the INSYNC team, will conduct a Post-Implementation Review with DDS staff. Once the Post-Implementation Review is mutually acceptable, the INSYNC's Contract Manager will make himself available for any Pre-Go-Live questions.

Post Go-Live: Upon Go-Live, INSYNC's Contract Manager will follow up with the medical record staff at DDS facility to ensure satisfactory performance. Throughout the entire length of the contract, DDS will be supplied with support twenty-four (24) hours a day, seven (7) days a week.

In short, the entire transcription workflow will involve the following:

1. DDS providers will dictate on INSYNC's toll-free dictation system. With each dictation, they will receive a confirmation number.
2. Upon receiving dictations on the INSYNC server, the voice files will be distributed securely to the work pool created for DDS transcription.
3. The team of transcriptionists will receive voice files per the auto-assignment set up in the system by INSYNC.
4. Upon completion of transcription, reports will be delivered/posted on the INSYNC secure web portal, as well as delivered via any alternative methods, as required by DDS in accordance with this RFP.

Turnaround Time: INSYNC shall comply with the State requirement on the 24-hr turnaround time for transcribed reports.

Compliance Reports Requested by the State

INSYNC will provide reports as requested in the RFP for the transcription services provided, whenever required.

Also, INSYNC will provide an online access to State employees as approved by the State to be able to run reports on billing and turnaround time (TAT) compliance.

INSYNC will comply with changes in formatting, error correction turnaround time, and all other requirements as requested in the RFP.

See Next Page

Cont'd.



Exhibit D Continued.....

Transcription Team:

Considering the annual projected volume of approximately 2.3 million lines, INSYNC is planning to engage the below staff team members and a customer service team to provide medical transcription services to WV DDS.

In addition to the above employees, INSYNC's transcription operations manager and INSYNC's QA manager, each based in Bangalore, India, together with the Contract Manager based in Vadodara, India will be involved on a day-to-day basis at a supervisory level.

Please see the below detail on the staff personnel who will be utilized in performing the medical transcription services, service management and providing customer service:

Andy Shilpi (Contract Manager)

Title: Manager, Implementation and Client Services

Qualification: MBA, B.A.

Location: Vadodara, India

Girish G.V.

Title: Operations Manager & Executive Medical Transcriptionist/Editor

Qualification: BS in Electronics

Location: Bangalore, India

A. Sophia Alexander

Title: Quality Analyst & Executive Medical Transcriptionist

Qualification: B.Com, CHDS (Certified Health Documentation Specialist, formerly called CMT, i.e., Certified Medical Transcriptionist)

Location: Bangalore, India

Chandrashekar M.

Title: Quality Manager & Executive Medical Transcriptionist/Editor

Qualification: BS, Computer

Location: Bangalore, India

Mansoor Ahmed S.

Title: Production Manager & Executive Medical Transcriptionist/Editor

Qualification: BS, Computer Science

Location: Bangalore, India

S. Vijaya Kumar

Title: Senior Medical Transcriptionist/Editor

Qualification: B.Com

Location: Bangalore, India

Cont'd.



Exhibit D Continued.....

Contingency Plan / Disaster Recovery Plan

This plan applies to the ASP technology used in the capture, processing and delivery of medical transcription. The objective of this plan is to provide operational continuity and quick recovery for all critical systems impacted by any unforeseen event that could interrupt operations.

Preventive Measures

- Multi-Faceted Redundancy & Fault Tolerance
- RAID5 Mirroring and Dual Power Supplies in Critical Servers
- Server Clustering for Voice Capture, Web Access and Database Servers
- Tape Backup System
- Redundant Telephone and Internet Feeds to Multiple Carriers
- UPS and Generator Power Backup
- Redundant Air Cooling Supply
- Mature Software for Stable Environment
- Management Access via LAN, WAN, VPN or TCP/IP
- 24/7 Network Monitoring and Notification System
- Multiple Voice Capture Server Configuration for Guaranteed 100% Uptime for Dictators
- Integration with Remote Voice Capture Systems Supported via Virtual Private Network (VPN)

Procedural Overview

The ASP is monitored by a Network Management System (NMS) that alerts end users in the event of unexpected down time on the primary and Disaster Recovery (DR) sites. This helps technicians correct issues on the network before they become a major issue for the clients. The NMS system alerts individuals on a graduated scale and escalates the event if a previous alert was not acknowledged in a timely manner.

There is helpdesk coverage 24/7 if clients are experiencing issues with the system and need help in determining the problem. The same helpdesk also receives the NMS messages and can respond to them and escalate them as needed to the appropriate tier to determine the next action to take. If the tier 1 technicians determine that the problem is beyond a reasonable amount of potential downtime to correct, they might require the DR site to be activated.

Design Considerations

The disaster recovery site design is based on a set of machines that can maximize the functionality of the primary site with minimal loss of data. A SAN is in place at the disaster recovery site to best mimic the primary site and allow for an almost mirrored like approach to the storage and setup. This also allows the technicians to manage either side more easily due to the similarities in design.

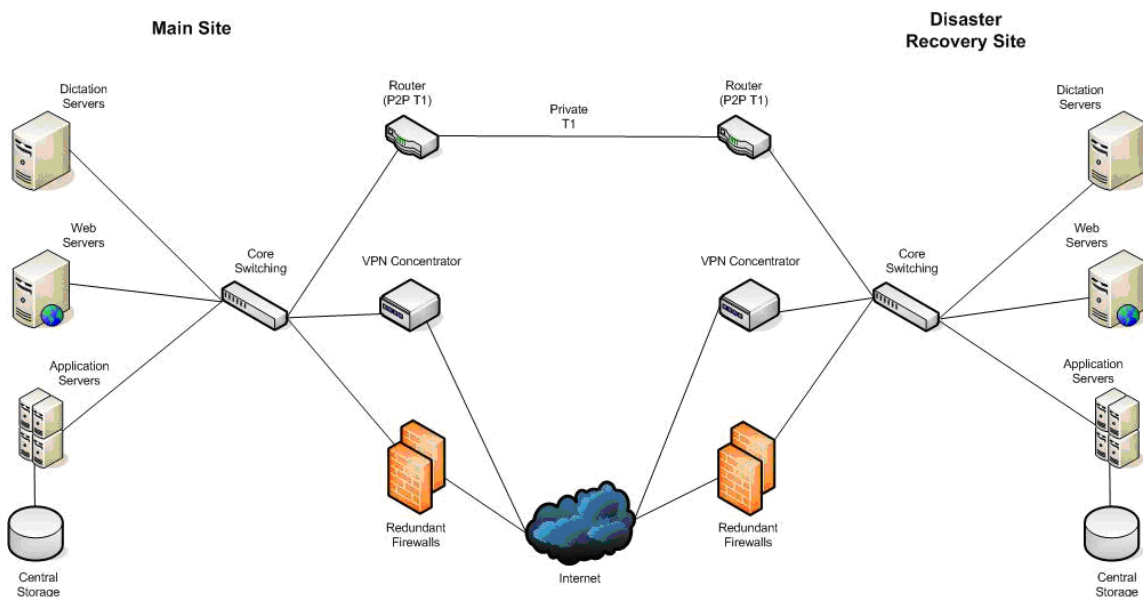
Cont'd.

Exhibit D Continued.....

Data will need to be replicated from the primary site to the disaster recovery site with a minimal loss window. This window is approximately 15 minutes for the database. The data files are also replicated to the disaster recovery site. The window for that file replication is variable since the amount of data transferring can vary greatly depending on the load for the day and available bandwidth between primary and disaster recovery locations.

The location chosen for a disaster recovery site was based on FDIC standards, which requires a disaster recovery site to be located a minimum of 25 miles from the primary site. This is to ensure uptime in the event that a catastrophic event occurs local to the primary site. This will allow for uptime at the disaster recovery site because it is outside of the range of the affected area.

System Architecture



The above diagram shows an overview of the layout in terms of the mirror of the disaster recovery site compared to that of the primary site.

Software is in place on the database server to replicate the records needed to disaster recovery site for the database server. It is running on a 15-minute interval and passes these 15-minute segments over to the disaster recovery site where they are imported into the local database structure.

The file structure is replicated on a repeating copy routine that will transport the files to the disaster recovery site from the primary site and make any changes to the structure as needed. This includes adding and removing records to keep the sites in sync.

Cont'd.



Exhibit D Continued.....

Procedure for offsite storage

All copies of the reports are stored on the system which has unlimited archival capabilities for text files. Automatic backup process is in place to ensure data backup to a different backup server.

Procedure for obtaining additional toll-free telephone number at an alternate site

INSYNC will provide a secondary back-up toll-free number at an alternate site along with the primary number to DDS staff.

Procedure for provider and contact list

Upon the award of this contract, INSYNC will obtain the hierarchy of contact list. Upon any application interruption, DDS personnel will be notified within 15 minutes of outage. Outages will be communicated via email and personal phone contact will be made to all the key individuals identified in the contact list.

See Next Page

Cont'd.



EXHIBIT E

Sample Document Line Count & INSYNC Line Counting Tool

INSYNC uses a simple method when creating an invoice for its clients. Our easy-to-use system allows the client to verify line count totals independently. Our system simply counts all the characters with spaces of the transcribed text and divides that number by seventy-five (75). No other characters will be used when determining the line counts of reports.

All documents will be in Microsoft Word format. In this format, the user has the ability to get a character count with spaces and simply divides that number by seventy-five (75). Should the State Agency feel the need to verify the line count; our customer support will be available. Below is a screenshot of how our system defines and manages line counts for the reports. On the following page is an example of our line count process.

Facility Line Count Profile

Note: * - Required Fields

Line Count Profile

Profile name * (Enter a different name if the profile is changed.)

Count Method

- Pages (Must complete Page, Line and Characters definition sections below)
- Lines (Must complete Line and Characters definition sections below)
- Characters (Must complete Characters definition sections below)
- Word
- Job Report

Include

<input type="checkbox"/>	Header	Header count percentage	<input type="text"/>	(ex. 3)
<input type="checkbox"/>	Footer	Footer count percentage	<input type="text"/>	(ex. 2)
<input type="checkbox"/>	Template	Template count percentage	<input type="text" value="100"/>	(ex. 3)

Line Definition

Maximum number of characters in a full line *

Minimum number of characters for a full line *

Line count preference

Character Definition *

- Count all characters AND spaces AND returns AND tabs (1)
- Count all characters AND spaces (2)
- Count all printed characters ONLY (3)
- Count all characters including formatting (custom) (4)

Cont'd.

Word Count	
Statistics:	
Pages	1
Words	247
Characters (no spaces)	1,401
Characters (with spaces)	1,672
Paragraphs	13
Lines	38

Exhibit E Continued.....

The characters with spaces of the below (“transcribed text only” – not headers, footers, etc.) amount to 1,672 which will be divided by 75. The result is 22.29. The total billable line count for this document would then be 23, as per the RFP.

PROGRESS NOTE

PATIENT NAME:
DOB:
DOS:

HISTORY OF PRESENT ILLNESS: The patient is with a history of hypertension, hyperlipidemia, diabetes, and erectile dysfunction comes with complaints of leg pain and burning sensation to the knees. The patient denies any nausea, vomiting, or diarrhea.

PAST MEDICAL HISTORY: Hypertension and hyperlipidemia.

PAST SURGICAL HISTORY: Negative.

SOCIAL HISTORY: Positive for long term smoking and exposure to various chemicals during the War.

PHYSICAL EXAMINATION: Vital Signs: The patient is afebrile. Blood pressure is 130/80, respirations are 16, and pulse is 80. General: The patient is a well-developed Caucasian male in no apparent distress. Skin: Normal. No rash noted. HEENT: Within normal limits. Nonicteric sclerae. Pupils are equal and reactive to light. Lungs: Clear to auscultation. Heart: Regular rate and rhythm. S1 and S2 are normal. Abdomen: Soft and nontender. No organomegaly noted. Good pulses noted at the femoral artery. Extremities: Within normal limits. No cyanosis or edema noted. Good pulses are noted at the posterior tibial and dorsalis pedis.

IMPRESSION: The patient has hyperlipidemia, hypertension, and diabetes. Leg pain is most probably due to either peripheral neuropathy secondary to long standing diabetes versus peripheral vascular disease secondary to the patient’s previous history of smoking.

PLAN: The patient has been referred to a vascular surgeon and a neurologist for further testing to be done to rule out these two etiologies. The patient is advised to follow up with our office as needed and advised to continue with current medications.



EXHIBIT F – HIPAA Compliance

Security Protocol, Policy & Procedures

(For Maintaining Confidentiality of Personal Health Information)

INSYNC is dedicated to complying on an ongoing basis with the required policies and systems in accordance with the rules and regulations of HIPAA and HITECH. Stringent security measures are in place to protect all patient information. All information, including patient records, that is subject to disposal will be done so effectively to ensure complete security. The material will be destroyed by means that won't allow reassembly and cannot be salvaged for inappropriate use.

INSYNC is an ISO 9001:2000 Certified Company - This certification is accredited by SAI Global and ANAB (ANSI-ASQ National Accreditation Board - U.S. accreditation body).

Our security measures include some of the most advanced techniques available.

- 128-bit SSL encryption and VeriSign Certificate used.
- Transactional logging keeps track of all users that touch every job to ensure compliance with Chain of Accountability.
- ASP retains versioning of reports so integrity of information is maintained and supports audit control.
- HIPAA compliant communications/network controls include (but are not limited to): integrity controls and message authentication, access controls, encryption, alarms, audit trail, entity authentication and event reporting.
- Technical evaluations are performed on a routine basis to make sure all systems meet their specified security requirements.
- Files and directories on computers are configured in a way as to prevent unauthorized viewing, deleting, or copying.
- Password and Firewall protection.
- Business Associate Agreement signed with clients.
- Non-disclosure agreement signed by all employees.
- All newly hired personnel receive training in confidentiality requirements. Security training program is tailored for different level of employees.
- Audit trail of access to individually identifiable data.

See Next Page

Cont'd.



Exhibit F Continued.....

Security Protocol, Policy & Procedures

PURPOSE:

To ensure that personal health information (PHI) is protected so that covered entities (clients) are confident in disclosing patient information required by INSYNC to provide medical transcription services.

POLICY:

All INSYNC employees and persons associated with INSYNC are responsible for protecting the security of all PHI (oral or recorded in any form) that is obtained, handled, learned, heard or viewed in the course of his/her work or association with INSYNC. This policy defines the guidelines and procedures that must be followed by the personnel at INSYNC for the use, storage and destruction of PHI

PROCEDURE:

- All INSYNC employees and persons associated with INSYNC need to sign the Confidentiality Agreement at the commencement of their relationship with INSYNC.
- Discussions regarding PHI shall not take place in public places (elevators, lobbies, cafeterias, off premises, etc.) or in the presence of people that are not entitled to such information.
- Unauthorized use or disclosure of confidential information shall result in a disciplinary response up to and including termination of employment/contract/association/appointment.
- Outside of regular working hours, INSYNC personnel must clean desks and working areas so that PHI is properly secured, unless the immediate area can be secured from unauthorized access.
- Supervisor/Manager must share regular updates on security policies with the employees. Manager should also regularly review institutional policies that are applicable for their department to insure that current practices and procedures protect PHI.
- INSYNC manager must ensure return or destruction of PHI when the Business Associate Agreement with the client is terminated.
- INSYNC personnel must strictly follow the security policies while transmitting PHI through email or fax.
- When PHI is being released through teleconference, personnel must treat the protection of PHI in the same manner as PHI recorded on paper, thereby securing access to the teleconference to authorized personnel only.
- If PHI is to be stored on the hard disk drive or other internal components of a personal computer, it must be protected by either a password or encryption. Unless encrypted, when not in use, this media must be secured from unauthorized access.
- If PHI is stored on diskettes, CD-ROM or other removable data storage media, it cannot be commingled with other electronic information.
- PHI in the form of printed material must not be discarded in trash bins, unsecured recycle bags or other publicly-accessible locations. Instead, this information must be personally shredded or placed in a secured recycling bag.
- Overhead and Intercom announcements should not include confidential patient information

Cont'd.



Exhibit F Continued.....

PROCEDURE IF A BREACH IS ALLEGED:

- An allegation of a breach of confidentiality of personal health information may be made to any INSYNC employee. Any individual receiving an allegation of a breach of confidentiality or having knowledge or a reasonable belief that a breach of confidentiality of personal health information may have occurred shall immediately notify his/her supervisor and the Compliance/Privacy Officer.
- The Supervisor/Manager in consultation with the Compliance/Privacy Officer shall decide whether to proceed with an internal investigation. It may be decided that a complaint does not require investigation if, after consultation, the consultees are of the opinion that:
 - A.1 The length of time that has elapsed since the date that the subject matter of the complaint arose makes an investigation no longer practicable or desirable;
 - A.2 The subject matter of the complaint is trivial or the complaint is not made in good faith or is frivolous; or
 - A.3 The circumstances of the complaint do not require investigation.
- If the decision is made to proceed with an investigation, it shall be the responsibility of the supervisor/manager in consultation with the Privacy Officer to investigate the allegation (this process will include obtaining the alleged violator's version of events), consult with the appropriate resources, document findings and make a determination as to whether there has been a breach of confidentiality of personal health information.
- If it is determined that a breach of confidentiality of personal health information has occurred, disciplinary action shall be taken. Such action may include termination of employment/contract/association/appointment with INSYNC or the department/business division where the breach occurred. The supervisor shall consult with the designated representative in Human Resources to establish the appropriate level of disciplinary action to be applied.

ENFORCEMENT:

All supervisors are responsible for enforcing this policy. Individuals who violate this policy will be subject to appropriate and applicable disciplinary process, up to and including termination or dismissal.

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Cont'd.



EXHIBIT G

Dictation Equipment, Capture & Voice Data Transmission

Technology Platform

INSYNC currently utilizes an application service provider (ASP) technology platform for traditional medical transcription. Each staff user approved by the State receives a secure, unique user ID to log on to a secure web portal to access transcribed reports and additional features.

Dictation Equipment and Capture:

INSYNC intends to utilize its state-of-the-art InContact Telephone Dictation System to capture dictations, the details of which are listed below:

- Toll-Free Telephone Dictation: 1-800 access to voice capture systems
- Unlimited # of users
- Multi-node configuration ensures redundancy for guaranteed uptime
- User-definable programmable keypad functions offer dictators flexibility in mapping keys to match familiar systems
- On-the-fly controls allow dictators to prioritize, suspend or delete dictation jobs
- Integrated demographics support customizable prompts for requesting user information input, verifiable or not, as preferred
- Numerous programmable options support a wide array of parameters specific to per-user needs, as listed in the RFP.
- Confirmation number for each dictation available immediately

Incoming Calls for Account Requests: INSYNC understands that the needs of each client are different and our team of client service professionals and account managers are available to help you 24/7/365.

Voice & Transcription Data Transmission:

All file transfers/transcription data transmissions are executed using secure HTTPS, SSL, authenticated certificates from Thawte, parent of VeriSign, 128-bit encryption, validation and status checks, login securities, and public/private key exchanges.

Our security measures include some of the most advanced techniques available.

- 128-bit SSL encryption and VeriSign Certificate used.
- Transactional logging keeps track of all users that touch every job to ensure compliance with Chain of Accountability.
- ASP retains versioning of reports so integrity of information is maintained and supports audit control.
- HIPAA compliant communications/network controls include (but are not limited to): integrity controls and message authentication, access controls, encryption, alarms, audit trail, entity authentication and event reporting.

Cont'd.



Exhibit G Continued.....

- Technical evaluations are performed on a routine basis to make sure all systems meet their specified security requirements.
- Files and directories on computers are configured in a way as to prevent unauthorized viewing, deleting, or copying.
- Password and Firewall protection.
- Business Associate Agreements signed with clients.
- Business Associate Agreements signed with all third party contractors.
- Non-disclosure agreement signed by all employees.
- All newly hired personnel receive training in confidentiality requirements. Security training program is tailored for different level of employees.
- Audit trail of access to individually identifiable data.
- Redundant back-up of all voice and transcribed files.

All dictations/files are replicated upon receipt on separate storage, replication of database servers, and strong archival policies with purge/disposal methods to protect data for a period as required by the service requirements. Daily and weekly backups of complete system are implemented.

Technology platform's IT infrastructure is hosted at a secure LEVEL 3 Communications collocation state-of-the-art center in Newark, NJ. This is a professionally managed data center providing the highest levels of protection, security and redundancy for environment controls, electricity, internet services and telephone services.

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EXHIBIT H

Technology Requirements

To access the INSYNC secure web portal, please ensure the computers meet the below standard requirements:

- Intel Pentium 4 PC, 2.0 GHz or higher, 1 GB RAM
- Dot NET Framework 3.5 or later (available free from Microsoft)
- Windows XP SP2 / Vista / Windows 7 with latest windows updates
- MS office applications ver. 2003 or later (MS Word, Excel, etc.)
- Internet Explorer (IE) Version 8 or later
- Updated version of Windows Media Player
- Permissions to be given to the Windows user to access required resources through a windows service and to install/modify/remove applications
- Reliable phone instruments & telecom service

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Cont'd.



EXHIBIT I

Quality Assurance/Improvement Program

Industry Leading Quality

INSYNC has built a standard of excellence by providing quality medical transcription service to hundreds of satisfied clients throughout the nation.

INSYNC is one of the very few medical transcription service organizations to achieve **ISO 9001:2000 certification for Medical Transcription and allied QA services**. INSYNC employs qualified professionals and a multi-tier document review system that monitors quality parameters through every step of transcription and editing.

All the transcriptionists have a minimum three (3) years of experience in various specialties. Our proofers and editors have four to eight (4-8) years of experience. To ensure our level of exceptional services, INSYNC offers a firm commitment to ensure accuracy:

- Dedicated transcriptionists and quality assurance teams are assigned to each account to establish consistency for your providers.
- Medical transcriptionists are equipped with a training curriculum based on ADHI's Competency Profile and exposed to quality principles and testing procedures.
- Ongoing quality assurance program strengthens our transcription workforce through constant feedback, professional development and continuing education.
- Regular quality audits are conducted to confirm quality compliance.

Quality Assurance Protocols/Work Flow

Quality assurance protocols are structured to adhere to the quality standards set by the industry:

- Pre-employment screening of applicants: We match pre-employment screening methods to our quality standards in order to acquire qualified transcriptionists, proofers, quality analysts, account managers, production managers and all other production related employees.
- Quality assurance for trainees and new hires: one hundred percent (100%) of the work is audited by the quality assurance staff until they meet required quality standards.
- Regular transcription work flow: All the dictations transcribed by the transcriptionists and/or edited by proofers undergo random audit by the quality assurance staff.
- Upon receiving customer dissatisfaction notification, transcriptionists and/or proofers are put on probation if quality standards are not met and one hundred (100%) of their work is audited until they deliver required quality consistently for sixty (60) days. This process is followed even without customer feedback, should the final level personnel find the quality coming out from the transcriptionist to be unacceptable.

Cont'd.



Exhibit I Continued.....

Quality Assurance Tool

INSYNC's quality assurance software is an electronic tool which allows managing and evaluating transcription quality in accordance with the AAMT quality standards. This software is used to randomly assign final documents (i.e. transcribed by MTs and edited by proofers) to our quality assurance staff where quality auditors can review these documents, identify error(s) and calculate the accuracy of the dictations. Reward and penalty structure is designed for all the individuals in the production team based on their accuracy results.

This quality assurance software is used for both retrospective reviews and concurrent reviews (before and after the document has been delivered to the provider's office).

Additionally, software also tabulates this information to a database, allowing for extensive tracking and reporting for each transcriptionist, and for trending the quality of the reports relative to the dictator, report type, TAT etc.

A sample of our Internal Quality Control and Accuracy Report is enclosed on the following page.

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Cont'd.



Exhibit I Continued.....

Sample: INSYNC’s Internal Quality Control and Accuracy Report

This report demonstrates total lines above and below 98.5% accuracy along with average accuracy for the day at MT and Proofer level.

MT Name: Rita Miller				
Date: March 15, 2015				
Average Accuracy 1, August, 2008	99.54%			
Total Files Audited	8			
Total Lines Audited	256			
Total Lines Below 98.5% Accuracy	32			
Total Lines Above 98.5% Accuracy	224			
Job#	Dictator	Lines	Total Points	Accuracy %
8045104_C006.doc	Fname Lname	62	0.5	99.19
Error#:1				
Transcribed: patient will reschedule this complete physical examination for next week				
Correct: patient will reschedule his complete physical examination for next week				
Error Type: English/Grammar Minor			Points Lost: 0.25	
Error#:2				
Transcribed: but increasingly worse on Sunday with fever				
Correct: but increasingly worse since Sunday with fever				
Error Type: English Minor			Points Lost: 0.25	
Job#	Dictator	Lines	Total Points	Accuracy %
8078416_C004.doc	Fname Lname	53	0.25	99.53
Error#:1				
Transcribed: William Isaac				
Correct: William F. Isaacs				
Error Type: Name Error			Points Lost: 0.1	
Error#:2				
Transcribed: Her cough is not productive				
Correct: Her cough is now productive				

Cont’d.

Exhibit J

INSYNC Organizational Structure

