



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: VS0000003967 

Legal Name: AccuStat Transcription

Alias/DBA:

Total Bid: \$0.10

Response Date: 03/10/2015 

Response Time: 13:57

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SO Dept: 0932

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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 ESR03101500000002509	1

VENDOR

VS0000003967

AccuStat Transcription

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	\$0.10	

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description : ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

ADDENDUM NO. 2 IS ISSUED:

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 a named as an adverse party.

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: AccuStat Transcription

Name of Associate: _____

Signature: *Dorah Wilcox*

Signature: _____

Title: CEO

Title: _____

Date: 03/10/2015

Date: _____

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF March 20 15
BY *Patrick Morrisey*
Patrick Morrisey
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: Deborah Milcarek

Name of Agency: AccuStat Transcription

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 18, 2015 - end of business

Submit Questions to: Evelyn P. Melton
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

March 12, 2015 - Thursday @ 1:30 P.M.

Bid Opening Date and Time:
 Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on UPON AWARD and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, 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.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Rehabilitation Services, Disability Determination Section (DDS) to establish a contract for Tele-Transcription Services for Consultative Examination Sources. The DDS estimates the previous year's quantity to be 2.3 million lines.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means the provision of typed Consultative Examination (CE) reports and related services as more fully described in these specifications.

2.2 "Pricing Section" means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Services.

2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

3.1. Vendor must have a minimum 5 years' experience providing transcription services of the same or similar nature.

3.2. All transcriptionists must have a minimum 2 years' experience transcribing medical related reports.

4. MANDATORY REQUIREMENTS:

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

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

4.1.1.1 A line is defined as follows: The Microsoft Word total character count with spaces per 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 example, a document with 5,882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document.

- 4.1.1.2** Vendor shall, at a minimum, provide invoices bi-monthly.
- 4.1.1.3** All transcription is to be performed in a safe secured site that ensures the confidentiality of all reports and can be monitored and/or audited by the vendor and/or the Disability Determination Section (DDS). All work pertaining to this contract must be performed in the vendor's facility under the direct supervision of the designated vendor at all times. Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data, without prior written consent of the State Agency (DDS). The vendor must have a plan in place to safeguard confidentiality. 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. All transcription is to be performed within the United States, District of Columbia, US Virgin Islands, Guam, or Puerto Rico.
- 4.1.1.4** Vendor must provide accurate typed reports in a timely manner to both the appropriate DDS office and consultative exam source.
- 4.1.1.5** Vendor is required to contact, when necessary, the dictating source to inform them of lost dictation, and/or to clarify missing or incomplete information.
- 4.1.1.6** Vendor must have facsimile machine not to transcribe reports, but to send and receive communications from the DDS.
- 4.1.1.7** Vendor must electronically transmit or make available by a secured means, an original to the dictating physician for proofing. Mail back up should be available. The vendor will be responsible for postage costs and envelopes incurred in mailing the reports.
- 4.1.1.8** Reports must be submitted the day the report is transcribed. A copy of each transcribed report must be electronically transmitted to the DDS within twenty-four hours from the date the dictation was available to the vendor for typing.

- 4.1.1.9** Vendor must provide secure storage of the reports and any related documentation for a minimum of 60 months from the date of completion.
- 4.1.1.10** The vendor is responsible for all telephone charges connected to transmission of consultative examinations to the DDS.
- 4.1.1.11** 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.
- 4.1.1.12** Vendor must provide reports, upon request, to the DDS indicating the pending dictation received in the past 24 hours.
- 4.1.1.13** Vendor must observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act.
- 4.1.1.13.1** Vendor employees who will perform this contractual work shall be required to sign a statement of confidentiality. (copy attached)
- 4.1.1.13.2** The original copy of each signed statement must be submitted to the DDS two (2) weeks prior to full implementation of service. During the life of the contract, any new or additional employees are required to sign a statement of confidentiality and the original copy sent to the DDS prior to their beginning work on this contract.
- 4.1.1.14** Neither the vendor nor any of the vendor's employees involved in processing reports shall disclose any information that identifies the claimant, physician, or facility without documented permission of the DDS. Such disclosures will subject the vendor to the penalties of the Federal Privacy Act. The vendor must also certify compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Sensitive records ready for disposal must be destroyed by burning, pulping, shredding, macerating, or other suitable similar means that ensures the information in the 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.

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

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

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

4.1.1.15.3 The 800 telephone service lines and usage shall be provided at no cost to the DDS.

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

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

4.1.1.15.6 Dictation system must have voice activated stop/start and playback capability, audible end-of-tape warning, and automatic "hunt" system.

4.1.1.15.7 Dictation system must have control features such as, but not limited to, pause, listen, and operator call feature available to dictator.

4.1.1.16 Vendor must develop and provide a minimum of 500 brochures that completely explain the features and use of the dictation system. The contents and composition must be approved by the DDS prior to printing.

4.1.1.16.1 DDS will provide a list of names and addresses to the vendor for mailing the brochures to the consultants prior to commencement of services. The remainder of the brochures are to be delivered to the DDS upon full implementation of services within two weeks of contract

commencement. The DDS will provide updates on new consultants that will be utilizing the transcription service during the life of the contract.

4.1.1.16.2 The Brochures shall be provided at no cost to the DDS. Additional no cost brochures may be requested during the life of the contract.

4.1.1.16.3 All postage shall be paid by the vendor for all brochure mailings.

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

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

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

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

4.1.1.18.3 Must provide the name, address, telephone number, email address and SSN if you will use the web site as an individual.

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

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

4.1.1.18.6 The DDS will have the right to audit access for individuals using a single PIN or password provided for an organization.

4.1.1.19 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 below.

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

4.1.1.19.2 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 the vendor for completion.

4.1.1.19.3 Vendor's timely 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 logs and runs reports and inquiries. These reports and inquiries will concern, but not be limited to: date of dictation, date typed, and transmission date. Vendor shall maintain a high 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 is used. In the event that the performance

standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. The DDS will notify the vendor of unsatisfactory performance, which shall 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 item rate reduction of 10% will be implemented.

4.1.1.20 Reports must be typed using portrait letter size format. The top, bottom, and side margins shall be no more than 1 ¼" on all transcribed reports and contain the following information:

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

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

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

4.1.1.21 The vendor is responsible for safeguarding personally identifiable information (PII) and immediately reporting any loss to the appropriate State Agency (DDS) official. The vendor shall ensure that all employees report lost or possibly lost PII immediately. The vendor shall 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).

4.1.1.22 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 vendor have appropriate forms of suitability and systems monitoring safeguards in place. Vendor 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. Vendor 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.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Section.

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

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

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the per line rate, as shown on the Pricing Section, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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

- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Deborah Milcarek
Vendor's Address: PO Box 3336
Huntersville, NC 28070
Telephone Number: (855) 704-2814
Fax Number: (704) 972-9839
Email Address: deborah@accustatranscription.com

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.

AccuStat Transcription

(Company)

Deborah Milcarek

Deborah Milcarek, CEO

(Authorized Signature) (Representative Name, Title)

855-704-2814; 704-972-9839; 03/10/2015

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ_DRS1500000005

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

AccuStat Transcription

Company

Dulora Wilcox

Authorized Signature

03/10/2015

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**

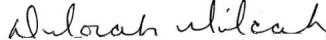
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: AccuStat Transcription

Signed: 

Date: 03/10/2015

Title: CEO



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: TRANSCRIPTION SERVICES FOR THE WVDRS DDS SECTION

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-10	2015-04-02 13:30:00	CRFQ 0932 DRS1500000005	2

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:

AccuStat Transcription
 PO Box 3336
 Huntersville, NC 28070
 TF(855) 704-2814, local: (704) 281-4639
 Fax (704) 972-9839

FOR INFORMATION CONTACT THE BUYER

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

Signature X *Dolores Wilcox*

FEIN # 46-3109600

DATE 03/10/2014

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	0.10	0.10

Comm Code	Manufacturer	Specification	Model #
41105803			

Extended Description :

ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

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 ---

DRS150000005	Document Phase Final	Document Description TRANSCRIPTION SERVICES FOR THE WVDRS DDS SECTION	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ACCUSTAT® TRANSCRIPTION

Medical Transcription Services

Accuracy always guaranteed
Turnaround time always guaranteed
U.S. Transcription always guaranteed

What you say, is what you get.

AccuStat Transcription
(704) 281-4639 Main
(855) 704-2814 Toll Free
(704) 972-9839 Fax

Charlotte, NC (main office)
Lexington, KY
Myrtle Beach, SC
Virginia Beach, VA
Savannah, GA
Deborah@accustattranscription.com (CEO e-mail)
www.accustatemr.com

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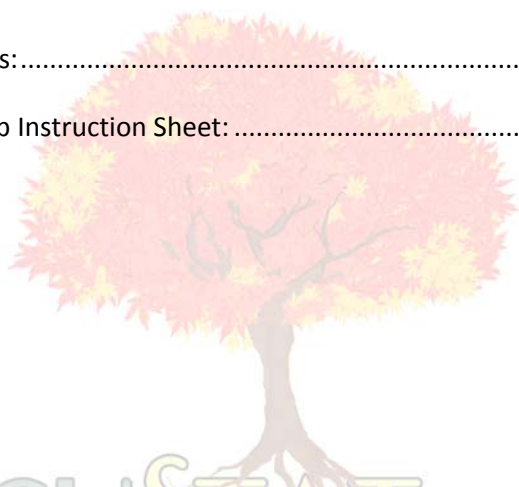
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ACCUSTAT TRANSCRIPTION

What you say, is what you get.

PROPOSAL INFORMATION

Corporate Background and Experience

AccuStat Transcription (AST) has been in business since 2000 performing medical transcription. AST is owned and operated by Deborah Milcarek, a highly experienced Registered Nurse Practitioner. She has brought her immense medical experience into AST to help train staff and ensure the highest accuracy levels of all client's reports. AST believes that the best people to transcribe medical dictation are individuals who have medical experience/backgrounds so we only hire the best.

Over the years, AST has performed medical transcription for well over 100 large and small clients, private and state/federal contracts located in nearly every state within the United States.

AST's specializes in multi-specialty medical transcription as well as EMR (electronic medical record) consultation and implementation. AST provides transcription services 24 hours a day/365 days a year . AST's **transcriptionists each have at least 3+ years of medical transcription experience, with QA staff that each have at least 10 years of medical transcription experience** in multi-specialty practice areas. AST believes that training and working with multi-specialty clients keeps our transcriptionists and QA staff knowledgeable on the newest terminology and facets of the diversified medical fields. AST's team of IT individuals each have 10+ years of experience in healthcare-related information technology with focus on meeting/exceeding HIPAA security measures and HL7 interfaces for data transfers. AST's IT team works with AST's transcription ASP platform called InfraWare. AST's InfraWare servers are located/hosted in Indiana presently.

AST also has an extremely successful internship program for newly graduated medical transcription students, where the students are assigned to live accounts with 100% supervision of our transcription instructors and QA staff who all have at least 10+ years of experience in their prospective medical field. These interns are put through strict regimens to prove their capabilities for a three to four month period before they are allowed to graduate or, ultimately fail the course. There is no in between. AST works with NC, SC and GA state disability boards, community colleges and also federal programs to obtain local employees; AST believes in keeping our local community working first.

The primary contact for all transcription clients with AST:

Marilyn Moore, Transcription Manager
transcription@accustatemr.com
accustatranscription@yahoo.com (Instant Messenger contact)
(704) 281-4639 (Local/cell/text)
(855) 704-2814 (Toll Free)
(704) 972-9839 (Fax)

Client References (All are current clients)

Longleaf Neuro-Medical Center

Peggy Plackwell /Dale Trump
peggy.blackwell@dhhs.nc.gov
 4761 Ward Blvd.
 Wilson, NC 27893
 (252) 399-2112 ext 235

University of North Carolina

Judieth Ryan, Director
jwryan@uncc.edu
 9201 University City Blvd.
 Charlotte, North Carolina 2822
 (704) 687-7419

Miami Dade Coronors Office

Veronica Melton-Lamar
tyr@miamidade.gov
 Number One On Bob Hope RD
 Miami, FL 33136
 (305) 545-2424

Grandview Family Practice

Bonnie May, Office Manager
bonniemay@rrohio.com
 1550 W. 5th Avenue
 Columbus, Ohio 43212
 (614) 488-7929

University of Montana, Curry Health

Rita Kingsley, Director
rkingsley@mso.umt.edu
 Missoula, MT
 (406) 243-5280

Walter B. Jones Drug and Alcohol,

Lisa Garrett, Director
lisa.garrett@ncmail.net
 2577 W. 5th Street
 Greenville, NC 27834
 (252) 707-5049

Newman & Hahn Gastroenterology,

Michael Newman, MD
 Sue Henry, Manager
mnewmangi@aol.com
 Beverly, MA
 (978) 712-4402

Orthopedic Surgical Center of the North Shore

Ellen Rostron, Manager
erostron@oscns.com
 One Orthopedics Drive
 Peabody, MA 01960
 (978) 818-6514

More references will be provided upon request if necessary

OUTSOURCING

AccuStat Transcription (AST) **never uses transcription resources outside of the United States (offshore).**

Offshore transcription companies cannot be monitored and issues cannot be enforced by U.S. HIPAA laws thus potential breaches are devastating to a client/company. The risk of using offshore transcription resources is too great thus AST has determined to never use offshore.

All AST transcriptionists are located within the United States. AST plans to use transcriptionists that are only located within the same state of the client, or at least transcriptionists that live within the same region as the client. This helps to aide in higher accuracy as the transcriptionists are more familiar with local terms. AST will be happy to provide IP address reports on all assigned transcriptionists at any time to enforce this.

All employees of AST work from home. This give AST the ability to reduce overhead by not providing large office locations. All AS employees are required to have a HIPAA contract on file and all their computers and networks are set up with HIPAA security measures to ensure confidentiality at all times. AST also provides ongoing HIPAA education to our employees to ensure full compliance at all times.

COST PROPOSAL

Cost of standard transcription: \$0.10 per line
 Cost of STAT transcription: \$0.11 per line

Included in cost proposal:

- Access to the AST transcription ASP web site (InfraWare) 24/7/365
- Unlimited number of users
- Toll-Free Phone Dictation/ Mobile iPhone (iPad) app Dictation/ Digital Recorder Dictation
- Electronic Signature (optional)
- Template creation/Edit
- Client Required Report Creation
- Client Visits for Required Meetings
- Client Training
- Support via email, phone, text, IM or fax

What you say, is what you get.

PLAN FOR COMPLETING THE WORK

Client will have transcription manager assigned to the account: Marilyn Moore

Marilyn has over 20 years' experience in managing medical transcription clients, set up, training and so on.

Marilyn will be your "go-to" person at all times and will be available 24/7/365.

Marilyn Moore or Deborah Milcarek will visit the client site if necessary initially for detailed instructions and to meet staff. If initial meeting is not required, AST will set up a meeting for training/follow up at a later date with the client.

Marilyn will initiate contact with client liaison to gather the below information...

Obtain all final rules for transcription from the client including but not limited to:

1. Required turnaround time (TAT), standard and STAT
2. Required accuracy levels
3. Procedure for blanks and questions on files
4. List of dictating physicians and their appropriate titles, facility names and addresses to be set up in the transcription ASP system
5. List of referring facilities for setup in the transcription ASP system (if necessary)
6. Names of departments if applicable
7. Names of different work types if applicable
8. Copies of templates of each work type (preferably in Word format)
9. Instructions on formatting such as font, margins, headers and footers of reports
10. Any other questions pertaining to facility and dictating individuals that are pertinent to completing work proficiently
11. AST will upload/insert all information received into transcription ASP including dictating individuals and their titles, referring individuals/places, templates, fonts, margins, pay rate, TAT and accuracy levels. AST will set up each dictating individual for dictation via various methods (phone, recorder, iPhone/iPad).
12. AST will make plans to come to the client facility (if required) to answer all questions of the client's staff and train any/all necessary individuals on dictation methods and use of the transcription ASP web site. Test dictations will be performed and viewed and test text files will be downloaded. Testing can continue as long as the client needs until comfortable.
 - a. Client can then start real dictation via digital recorder, iPad/iPhone or via toll-free phone dictation on agreed date.
13. AST will gather all necessary transcriptionists/staff members necessary to meet the client's needs according to client's proposed volume of dictation and required TAT.
 - a. All AST transcriptionists will have at least 3+ years' experience on the type of dictation that the client proposes they will have. (psychology, surgical, SOAP, and so on...). The transcription staff will be provided all client specifications and training on such specifications and templates will occur.
 - b. AST will assign QA individuals to the client account. Each QA individual will have at least 10+ years' experience and will be required to provide no less than 99% accuracy on all client documents. The QA staff will be provided all client specifications and training on such specifications and templates will occur.
 - c. Each transcriptionist will be QA'd 100% for the first three months or until the transcriptionist provides accuracy levels of 99% on every report, whichever comes later.

Timeline: From start to finish, these milestones will take no more than a total of a one days to two-three weeks at most. Timeline is dependent on the responsiveness of the client, the sending of all client information, the size of the client, the volume of templates that are to be created, dictators and referring individuals that are to be added to the transcription ASP site, and so on.

Training of the client staff will take one day as the system is very simple.

Resources Required: The client will require:

- High-speed internet access (DSL or cable is fine, T1 is best)
- Dictation Method: Digital recorders, iPhone, iPad or Access to phone for toll-free phone dictation.

- Computers for software install by AST to upload digital dictation from recorders (ONLY if the client plans to use digital recorders).
- AST would like to have one primary contact/liaison with the client for all questions, needs or problems.
- AST would require information as stated above in project milestones such as templates, dictating individual names and titles, referring individual names, et cetera.

Documentation and Project Management Methodology: AST assigns an account manager to a client that is available at all times. All correspondence will go through that account manager. AST will also ask that the client provide one primary contact for AST to correspond (maybe a second contact for IT-related needs). The AST account manager takes all information received by the client and creates rules for forwarding the issues, needs or questions to the appropriate person(s) within the company. The account manager will ensure that all STAT reports are handled as such; TAT is met and accuracy is met by all QA. The manger will also train the QA and transcription staff on the client specifics to ensure that the whole team is aware of the client's requirements. The Account manager has all staff affiliated with the client, sign a contract that they were instructed on client specifics, understand everything and have no further questions. The contract states to the staff that if the specifics are not followed, the staff's pay will be reduced appropriately according to the error made.

AccuStat Transcription ASP's InfraWare HIPAA Advantage:



Core System Facilities

- Located at SAS-70 Type II Compliant Data Center
- Controlled access via biometric hand scanners, electronic keycard, and keyed server racks
- Monitored and staffed 24 hours a day, 365 days a year
- Redundant power supplied at one facility by two separate power companies and on-site generators
- Redundant networking with automatic failover

Equipment

- Enterprise class HP and Cisco equipment
- Monitored Cisco firewall to secure network
- Enterprise class HP Storage Area Network equipment with fully redundant fabric
- Enterprise class HP servers with fully redundant and fault tolerant components

Physical Access

- Systems are accessible only by select senior engineers
- Isolated production network
- All internal access is logged and reviewed

AccuStat's InfraWare Education and Administration

- All staff has received HIPAA training
- A HIPAA compliance officer has been designated
- An internal HIPAA policies and procedures guide has been published

Software

- Documents are encrypted and stored securely throughout InfraWare's platform
- Communication with the InfraWare platform is secured using High-grade 128bit SSL encryption
- User actions on the InfraWare platform are logged and available for administrative review
- A comprehensive audit trail is maintained for each job on the InfraWare platform
- User-specific roles and access rights provide granular settings for administrators

BILLING METHOD

AccuStat Transcription’s ASP site uses the Word standards for counting lines in documents. Counting rules are set up in the transcription ASP site including character count and what should and should not be included in that character count, then what the total character count is divided by to create the defined “line”. Please see screen shots below of AST’s transcription ASP site line counting set up. Please note that the client is able to see complete line count details and billing details at any time when you sign into AST’s transcription ASP site.

Tasks Administration Document Config Queue First Draft Workflow Delivery Reports Software Help

Account Facilities Users Pools Roles Payroll Models QA Models Billing Models

Billing Model Settings

Establish custom billing rates using the units on this page. ?

Edit billing model settings:

Description:

Charge these rates if:

	ASR	Normal Priority	STAT	
None	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1200"/>	
Front-end	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1200"/>	<input checked="" type="checkbox"/> revert to non-editing rate if draft discarded
First Draft	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1000"/>	<input type="text" value="\$0.1200"/>	<input checked="" type="checkbox"/> revert to non-editing rate if draft discarded

[switch to basic view](#)

Per this many units:

Using this unit:

Do not count template text:

Count Uppercase Chars as 2 Chars:

Include bold-on as a character Include underline-on as a character Include italic-on as a character

Include bold-off as a character Include underline-off as a character Include italic-off as a character

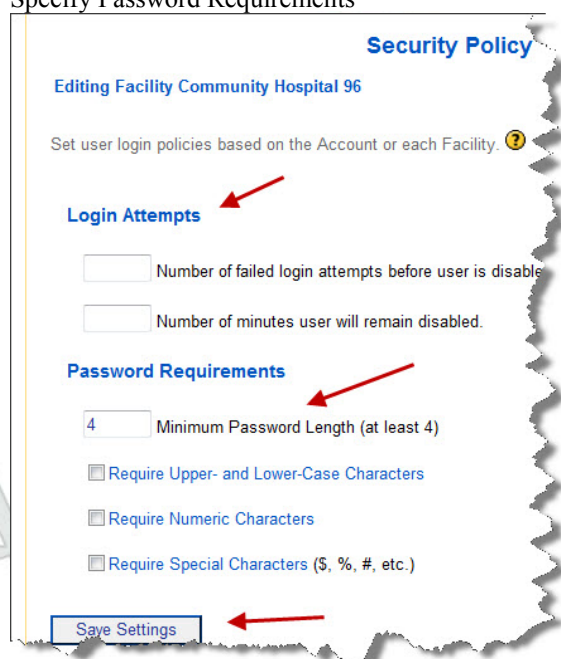
The direct link to how we set up line count/billing in our transcription ASP is: <http://www.infraware.com/KB/?f=654>

SECURITY PROTOCOL

Administrators in AST’s InfraWare transcription ASP can define a Security Policy for the Account. To do so, login to the ASP’s InfraWare Management Console (IMC), click the Administration tab and then click the Edit Account button next to your company name. Click the Manage link next to the Security Policy heading. You can also define separate Security Policies for each Facility. To do so, click on the Administration tab, then click the facility you would like to edit. Click the Manage link next to the Security Policy Heading. Note: The Account Settings page and Facility Settings page can each be viewed in either a Basic view or an Advanced view (with more detailed options). The link to Manage the Account’s Security Policy only displays on the Advanced view.



On the Security Policy page you can:
 Specify the number of failed login attempts
 Specify the number of minutes a user will remain disabled
 Specify Password Requirements



AccuStat Transcription’s HIPAA security is outlined above.

AST has additional standard security measures/policies:

- * All users are set up with unique ID and password to access the AST transcription ASP
- The AST transcription ASP has a security block so that users cannot download/print/copy any text transcription to their local computer or printers.
- Once a transcriptionist or QA is completed listening to the voice file of an author and the completed file is uploaded, the voice file is removed from the users local file. These voice files cannot be downloaded/saved by any user at any time but instead, they can be accessed on the AST transcription ASP site only.
- All user’s IP addresses are tracked at all times to ensure user identity and to guarantee that no offshore users will access the transcription ASP site.
- AST has a HiTech and HIPAA agreement on file for every user that has access to the AST transcription ASP site.

EQUIPMENT TO BE USED / DEPARTMENT TO PROVIDE

Transcription Staff Equipment:

- Redundant secure servers to house AST’s transcription ASP platform
- Computer with high speed internet access.
- Foot pedal
- Reference materials (books, AAMT Book of Style, et cetera).
- Client instructions

Client Equipment:

- Computer (for uploading dictation only if using digital recorders and for accessing completed text files and downloading the completed files to a local computer/server)
- High Speed internet access (DSL, cable or T1 preferred).
- Microsoft Word (not required unless the client wishes to download reports in MS Word format. Document can also be downloaded in plain text or PDF).
- Printer (not required- only necessary if the client wishes to print completed transcription reports)
- Phone/ Cell Phone: For use if client wishes to perform dictation via the toll-free dictation line.
- iPhone/iPad: For use if the client wishes to perform dictation via AST’s InfraWare mobile application.
- Digital recorder: For use if the client wishes to dictate via the digital recorder and upload via the software on the computer.

(Please note that a client can have any or all of the above dictation resources- phone, iPhone/iPad or digital recorder. Not all are required)

Phone Dictation Instructions:

(888) 348-3960

System will prompt for:

MD NAME _____ **MD DICTATION ID** _____

We can add other demographic information in the prompts. This is customized to the client and will be set up upon client conference.

Keypad Commands:

- 1 –Play: Playback the dictation when it has been paused.
- 2 – Record (will overwrite if not already at end of dictation)
- 3 – Rewind 5 seconds
- 4 – Pause during Play and during Record.
- 5 – Save (Job Number will be given)
- 6 – Move to end
- 7 – Fast Forward 5 sec
- 8 – Move to beginning of the dictation.
- 9 – Save and then Disconnect (A job # will be given)
- * - Set priority, then pause: Allows you to mark a dictation STAT.
- #- bypass work type choosing step

Use the Telephone Dictation Legend below for easy reference for your customers.

Telephone Dictation Legend		
This configuration assumes that the Login ID & PIN match		
1	2	3
Play	Record	Rew 5 secs
4	5	6
Pause	Save: Job# Given	Move to end
7	8	9
FF 5 secs	Move to Beginning	Save & Disconnect: Job# given
*	0	#
Priority/STAT		
Default	Custom	Number

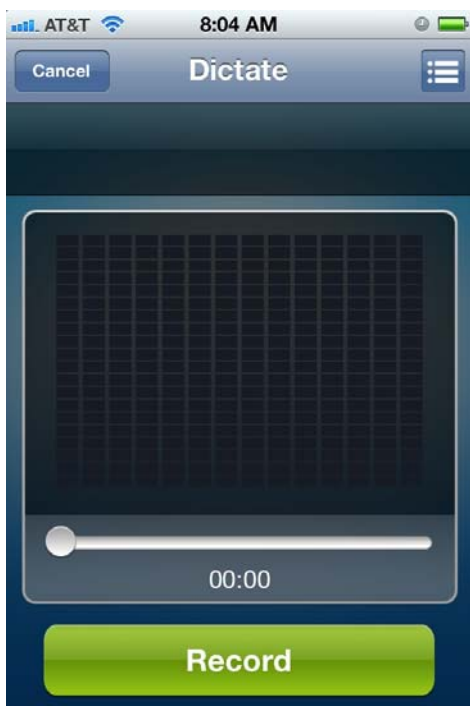
Mobile App Dictation Instructions:

(please note that you can do much more than just dictate via the mobile app. You can view documents, electronically assign documents and more...)

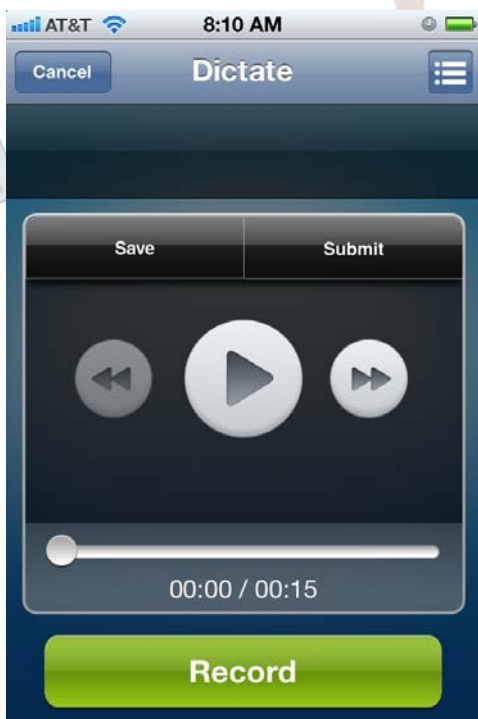
Performing dictations on AccuStat's InfraWare Mobile iOS application is quick and easy. First, launch and log into AST's InfraWare Mobile application on your iOS device.

There are two ways of performing dictations, the first is a simple "free form" dictation, this is where you either dictate the details of the patient or manually enter any of the pertinent details about the dictation before submitting. The other is dictating against the dictation schedule where the details of the dictation are pre-populated on AST's InfraWare Mobile platform. This article will cover the details of creating a "free form" dictation. Doing dictations against a dictation schedule is covered in the following KB article: <http://www.infraware.com/KB/afmviewfaq.aspx?faqid=605>.

In the upper right hand corner of the "Workflow" screen (also on the "Facilities" screen, if you do work for multiple facilities) there is a "Dictate" button. Tapping this button will take you to the "Dictate" screen. Depending on your application settings, recording may start as soon as this screen is shown or after you tap the green "Record" button.

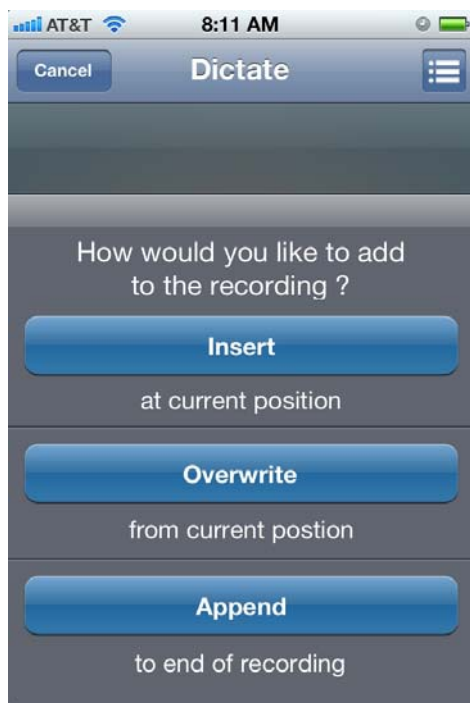


While recording, a sound meter will show if audio is being detected by your device's microphone. After you are done dictating, tap the red Stop button. At this point you can listen to your recorded audio, record additional audio or complete the details about the job before saving or submitting.

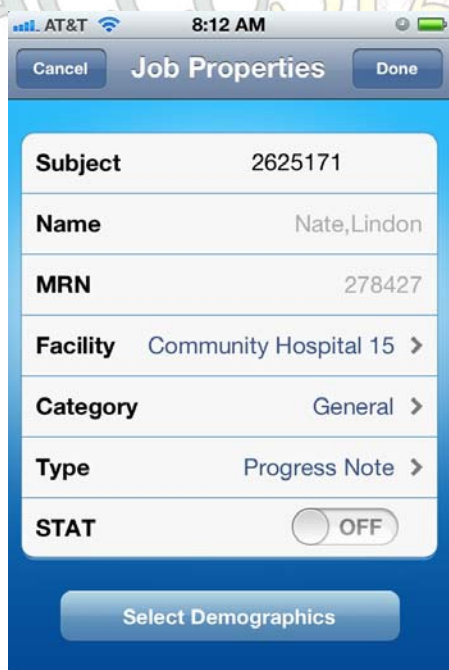


To play the audio that has been recorded, use the rewind, play and fast-forward buttons that are shown. If additional audio needs to be added, tap the "Record" button again. You will be prompted to choose whether you want to insert, overwrite or append to your existing recording. Choosing insert will insert the new recording into the old recording at the

current position in the recording (shown in the timeline). The overwrite option will first delete everything from the original recording starting at the current position in the recording to the end, then append the new recording to what is remaining of the original recording. The append option will simply add the new recording to the end of the original recording.



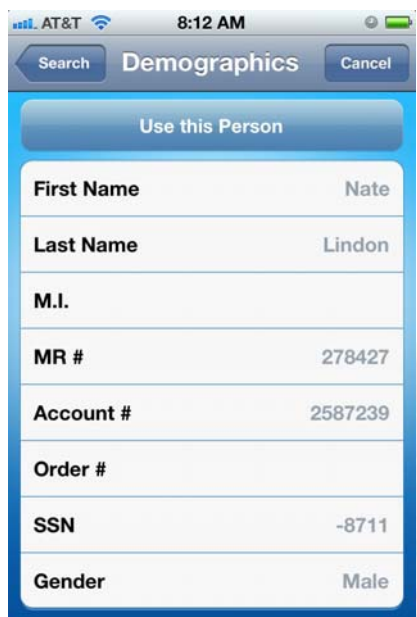
No additional details are required to be completed before the job is submitted. However, if you would like to specify job properties for the dictation, tap on the job properties icon in the upper right hand corner; this will display the "Job Properties" screen. Here you can fill out a subject, patient, facility, document category and type, and a STAT classification.



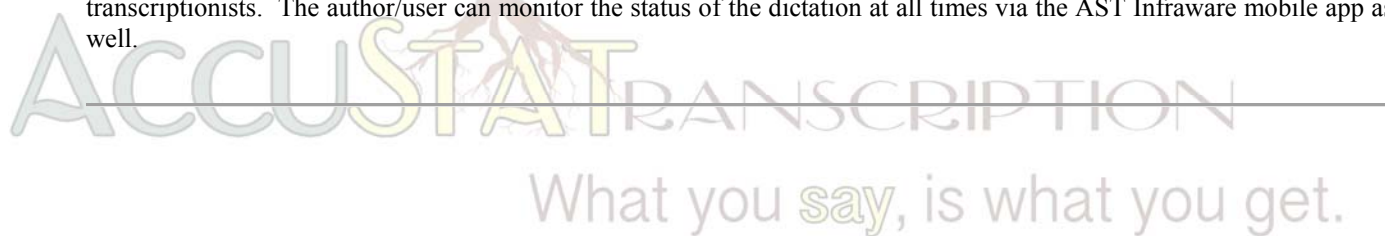
ACCUSTAT TRANSCRIPTION

What you say, is what you get.

If you wish to choose a patient for the dictation, tap on the "Select Demographics" button at the bottom of the screen. This will take you to a screen where you can submit a search to our servers for the patient record you need. Tapping on the search results will show you the details of that patient that we have on our servers. Once you find the patient record you would like, tap the "Use This Person" button at the top of the details screen. This will take you back to the job properties screen with the patient name and MRN completed for you.



Once you are satisfied with your dictation, you can tap either the "Save" or "Submit" buttons. Saving the dictation will simply save the dictation to your drafts queue on your device where it can be reviewed and/or submitted at a later time. Submitting the dictation will send the dictation to AST's InfraWare platform to be transcribed by one of your assigned transcriptionists. The author/user can monitor the status of the dictation at all times via the AST Infracore mobile app as well.



QUALITY ASSURANCE INFORMATION

AccuStat Transcription’s quality assurance policy is:

- All AST QA staff must have at least 10 years’ experience in multi-specialty medical transcription with proven/verified references. All QA staff must attain 99+% accuracy on all reports or else they are removed from employment.
- All AST transcriptionists must have at least 3 years of multispecialty medical transcription experience with proven/verified references. All hired transcriptionists must attain no less than 98% accuracy on each report transcribed or they are not paid for the report.
- All AST clients receive 100% QA of reports for the first three months. After the first three months, if a transcriptionist is proving her accuracy levels are consistently at the 98+% mark, AST will reduce its QA requirement for that transcriptionist to 25%. Any files completed by a transcriptionist that is found to be less than 98% accurate will be corrected by the QA staff and the transcriptionist will not be paid for that report.
- A transcriptionist must have at least 3 months of 98+% accuracy to have QA requirements reduced. If a transcriptionist ever drops below that accuracy requirement, they are put back on 100% QA with a reduction in pay.
- AST can provide turnaround time and accuracy reports to the client at any time or, the client can view these reports at any time in real time on the AST transcription ASP site. AST will train the client on how to view these reports.

ORGANIZATIONAL STRUCTURE

AccuStat Transcription was structured as a sole proprietor business for several years. At the end of 2013, AccuStat Transcription changed our business structure to a Limited Liability Corporation for several reasons.

AccuStat Transcription is a registered business with the state of North Carolina and AST is primarily located and operated just outside Charlotte, North Carolina in Huntersville, North Carolina.

All AST transcriptionists, QA staff and management staff are employees of AST.

AST has no sister or parent firms. AST also maintains local presence in:

- Lexington, Kentucky
- Savannah, Georgia
- Myrtle Beach, South Carolina
- Charleston, South Carolina
- Virginia Beach, Virginia

SCOPE OF WORK

REQUIREMENTS OF THE CONTRACTOR- SYSTEM AND EQUIPMENT

1. AST provides all clients 24-hour/ 365-day a year transcription receiving methods in the form of:
 - a. Toll free phone dictation
 - b. Mobile app accessible via any iPhone or iPad (soon will be available on Android platforms as well)
 - c. Digital recorder dictation
2. AST’s transcription ASP is able to accommodate up to the client stated 50+ simultaneous users (up to 3000+). These users can dictate from any place/facility at any time via one of the above-mentioned dictation methods.
3. AST provides thee dictation methods for the authors/clients. Please see the instructions to the dictation methods above. Through these dictation methods, the authors are able to edit, record, rewind, playback, fast forward, insert, interrupt, append and so on. Authors will not receive an interruption or busy signal at any time during dictation attempts.
4. All three dictation methods will give the author immediate confirmation that the dictation has been received on the AST transcription ASP platform. The confirmation that the author receives is a unique job# that is assigned to each recorded dictation that is received by the transcription ASP.
5. The primary dictation phone number is: **(888) 348-3960**. This dictation number is always available 24/7/365. A backup number if necessary for dictation is **(866) 685-2649**.
6. Both numbers provided for dictation above are toll-free numbers.
7. AccuStat Transcription has an on-line transcription ASP site powered by **InfraWare**. Access to the site is: <https://www.infraware.com/WebEHR/login.aspx> .
 On this transcription ASP site, users can log in and see all dictations (and their status: transcribing, with QA, pending, et cetera) and completed reports. Client users can review reports like billing, QA reports, dictation statistics and more. Client users can download, search or print any/all completed text at any time in client specified format via Word, Rich Text, PDF, plain text or HL7 interface. All files will have the ability to be downloaded in the proper format according to the client’s needs. AST’s transcription ASP meets all federal HIPAA security requirements.



8. Client will advise AST of the names of all their staff that they want permissions set up for access to the transcription system. See #7 above regarding the ID/Password protected site. When a user signs into the site, they will be able to see the status of the job:
Ready for MT (dictation uploaded but not yet picked up by a transcriptionist)

Transcription Pending (transcriptionist is actively working on dictation)

QA Pending (transcriptionist is completed with the job and it is ready for QA)

QA Reviewing (QA is actively reviewing the completed transcription)

Sign off Pending (***) this is an optional status that is seen if a client is using electronic signature)

Complete (QA has completed reviewing the transcription and it is ready for the client)

** Once a completed transcription is in the “complete” status, a client can download the report or, it will automatically download to the client in a designated folder- depending on the client’s delivery options set up

When signed into the AST transcription site, a client can also see, date/time of dictation upload, turnaround time remaining on a job, the unique job # that is assigned to each dictation, the dictator name for each job, patient name of each job (if the job has been through transcription), date of service/date of visit of the patient, and there are several other options that AST can set up for the client to view.

When signed into the AST transcription site, the client users all will have access to either edit the job themselves before downloading or, the client user can send a job back to QA status with notes for required edits.

The screenshot shows the AST transcription site interface. At the top, there is a 'Queue for:' dropdown set to 'All Facilities'. Below that is a 'Saved Search:' dropdown set to '[DEFAULT]' and a 'Quick Search:' field with 'Job #' selected. A 'Search' button is visible. The main area displays a table of transcription jobs with columns for Job #, Status, Submitted, Author, Checked Out By, STAT, TAT Remaining, and Visit Date. A 'More Actions' dropdown menu is open over the table, listing options like 'Clear Delivery Flags', 'Download Job(s)', 'Edit Completed Job', 'New Delivery Instruction', 'Override TAT', 'Release Deliveries', 'Return to Transcription', 'Secure Email Delivery on Demand', 'Trim Dictation', and 'View Job'. Arrows point to specific items in the table and the dropdown menu.

Job #	Status	Submitted	Author	Checked Out By	STAT	TAT Remaining	Visit Date
B120142	Transcription pending	3/12/2014 5:25 PM	Nagao, Brian M.	Dennis, Megan		7h 59m	
X115104	Transcription pending	3/12/2014 5:18 PM	Bryant, Dwayne	Ricketts, Shara		7h 52m	
N188050	Transcription pending	3/12/2014 4:30 PM	Anderson, M.D., Alton	Stephen, Megan		7h 4m	
N188049	Transcription pending	3/12/2014 4:30 PM	Anderson, M.D., Alton	Stephen, Megan		7h 4m	
N188048	Transcription pending	3/12/2014 4:29 PM	Anderson, M.D., Alton	Stephen, Megan		7h 3m	
N188047	Transcription pending	3/12/2014 4:29 PM	Anderson, M.D., Alton	Stephen, Megan		7h 3m	
N188045	Transcription pending	3/12/2014 4:28 PM	Anderson, M.D., Alton	Stephen, Megan		7h 2m	
X115099	Transcription pending	3/12/2014 3:25 PM	Smith, Brian	Stephen, Megan		5h 59m	
M105217	Sign off pending	3/12/2014 7:36 PM	Kincaid, Sarah	Bell, George		10h 10m	3/12/2014
M105216	Sign off pending	3/12/2014 7:31 PM	Hagerty, Frankie	Bell, George		10h 5m	3/12/2014
M105215	Sign off pending	3/12/2014 7:27 PM	Mason, Virginia	Bell, George		10h 1m	3/12/2014
M105214	Sign off pending	3/12/2014 7:22 PM	Dawson, Nancy	Bell, George		9h 56m	3/12/2014
M105213	Sign off pending	3/12/2014 7:14 PM	Richardson, Haidee	Bell, George		9h 48m	3/12/2014
M105212	Sign off pending	3/12/2014 7:11 PM	Hutchinson, Gladys	Bell, George		9h 45m	3/12/2014
M105211	Sign off pending	3/12/2014 6:50 PM	Moore, Peggy	Bell, George		9h 24m	3/12/2014
M105210	Sign off pending	3/12/2014 6:46 PM	Newton, Janet	Bell, George		9h 21m	3/12/2014

Above is a screenshot of the view when you log in. We have placed arrows to point out particular items.

Note that above where it says “queue for”, you can see a dropdown box so that you can see one particular facility of yours or all of them.

The quick search area allows you to search for a job by a variety of methods: Job#, patient name, MRN, and so much more.

The dropdown box under “more actions” is shown so that you can see that you are able to “edit completed job”. We will instruct on how to do this as this is a very simple process.

- All completed dictation, regardless of method of dictation, is automatically routed to the assigned transcriptionists for AST. The transcriptionist can access the dictation via a secure web portal that is set up on their computers. All dictation is routed to the transcriptionist and back to the client in real time.
- Dictation is not accessible by the transcriptionists until the dictation is in **Ready for MT** status, which means that the dictation has to be completed by the author and processed by the ASP initially before it is sent to the transcriptionist.
- AST schedules all software/hardware maintenance during off-peak hours when necessary. The AST transcription site will show a notification of the impending maintenance period to all users when they sign into the transcription site.

These maintenance periods usually occur on Saturday nights from 12 midnight to 2 am. During this time, the authors will still be able to dictate without restriction.

12. AST will provide 100% technical support to our clients regarding the transcription ASP and any of its components or dictation methods. Technical support is available 24/7/365. AST will work hand in hand with the client's IT staff to facilitate any needs as well.

REQUIREMENTS OF THE CONTRACTOR- GENERAL

1. The client can dictate via phone or other method from any facility or location necessary. All completed dictation will be routed to the AST transcriptionists upon completion of dictation. It does not matter where the dictation is performed, inside or outside of the client's facility.
2. AST has one primary contact for each client. This primary contact for the client will take care of any and all needs for the client at any time.
The primary contact is: **Marilyn Moore, Transcription Manager**
Contact Info:
Email: transcription@accustatemr.com,
Office: (855) 704-2814,
Cell: (704) 281-4639,
Fax: (704) 972-9839
IM: accustatranscription@yahoo.com
3. AST will interface with the client's primary contact person on all transcription/dictation needs 24/7/365.
4. Deborah Milcarek, RN, CEO will schedule time convenient with the client to meet in person at the client facility(s) to establish any and all needs so that there is a smooth implementation of service. Deborah Milcarek will meet with the client to also train the staff and for any other client needs.
5. Deborah Milcarek, RN, CEO will meet with the client at their convenience at their facility for required meetings to address contract performance or other needs as necessary.
6. The 24/7/365 toll free customer service number for AST clients is: **(855) 704-2814**. All support issues are addressed immediately with hopeful resolution of any major issues within no longer than 24 hours but it is usually resolved in a much shorter time.
7. AST confirms that we are not located/housed within the client's facility.
8. AST is an extremely professional transcription company and we do not tolerate lack of professionalism or dishonesty from our staff. If this is ever suspected, the staff member is terminated immediately. We have a 0 "zero" tolerance policy for non-professionalism that results in loss of jobs, poor quality of jobs, dishonest acts or otherwise.
9. AST adheres to all client requirements and necessary codes and orders regarding needs for transcription. AST also adheres to all state and federal requirements or otherwise for transcription needs, security needs or otherwise. This is one of the primary reasons that AST will not use offshore transcription. Federal HIPAA/security laws and rules cannot be enforced with offshore transcriptionists.
10. AST will adhere to the utmost professionalism and security measures when handling any client documents or dictations. AST will be responsible for the loss of any dictations or client documents that have been verified as uploaded to the AST transcription ASP system. AST can view and print full custody audit of all client documents and dictations, showing who viewed the document, what date and time and from what IP address, what changes were made if any and so on.

11. AST has developed backup and recovery plans for such disaster events that render the transcription ASP site InfraWare unusable. Such backup recovery plans include backup servers at various sites so that if a primary server should ever malfunction, the backup server is mirrored in real time so it will automatically take over for the primary server and in most cases, the client or any other user will not even notice that there were any problems. AST's InfraWare transcription ASP has several backup mirrored servers in case such an event occurs.
12. AST will notify the client immediately via email (in writing) and via phone call of any impending issues that would render services non-functional as well as notification of planned estimated time of return of full operational service.
13. If the client ever experiences problems with access the AST transcription site, simply notify AST immediately and we will investigate and work to resolve the problem immediately. In most cases, access issues are related to a user forgetting their sign-on information, in which case AST will "reset" the user access or, the client user is having problems related to internet connection.
14. AST will maintain a database backup of all voice files from the client for 6 months to a year after the date of dictation. AST will maintain a database backup of all completed text transcription completed for the client for as long as the client remains contracted with AST. This way, the client can search for and download any transcription at any time during the entire contract period. Upon termination of contract, all database achieves are the property of the client and will not be deleted from the AST system until we received notification that the client has downloaded all necessary information and we have permission to delete material.
15. The AST InfraWare transcription site has a billing module built into the site that is based upon the characters/lines as defined in a Word document. The client user will have access to the billing module to review billing in real time so that the client can verify billing is correct. The client user can run a billing report at any time. AST sets up billing through the billing module on the AST InfraWare transcription site according to the client's requirements (example: # of characters per line, spaces included, formatting and so on...)

Billing Model Settings

Establish custom billing rates using the units on this page. ?

Edit billing model settings:

Description:

Always charge this rate: (or [switch to advanced](#))

Per this many units:

Using this unit:

Do not count template text: Count Optional template text ?

Count Uppercase Chars as 2 Chars:

Include bold-on as a character Include underline-on as a character Include italic-on as a character

Include bold-off as a character Include underline-off as a character Include italic-off as a character

As you can see above, this is a screenshot of the billing setup. We have shown the rate, billed per 65-character line, do not count template text and none of the formatting items have been checked so they are not billed.

Tasks Administration Document Config Queue First Draft Workflow Delivery **Reports** Software Help

Billing Payroll Payroll-QA TAT Dictation Activity Delivery QA Score Tx Margin Secure Email

Billing Report ?

The Billing Report provides organized information to help prepare for billing of Facilities. By analyzing history information in the c perspective.

Account: **AccuStat EMR**

Facility: **Longleaf Neuro-Medical Treatment Center** ▼

Start Date: 1/1/2014 *Leave blank for all activity*

End Date: 1/10/2014

Billing Model: **Longleaf** ▼

Filter Author: **All Authors** ▼

Filter Document Category: **All Document Categories** ▼

Filter Document Type: **All Document Types** ▼

Display in Subject: **Patient Location** ▼

Group by: **Author** ▼

Expand All Groups:

Display External ID's:

Display: **Completion Date** Visit Date

Show Credits:

Display Report

On the **REPORTS** tab, choose billing to view your billing statement at any time. You can choose your facility, date range, billing model (which will be the same for all of your facilities), filter method (default is author), and so on...then click **display report** button at the bottom to see your report.

Display: **Completion Date** Visit Date

Show Credits:

Display Report

1 of 2 100% Find | Next

Billing Report

AccuStat EMR - Longleaf Neuro-Medical Treatment Center

Transcription Date Range: 1/1/2014 to 1/10/2014

Author	Job #	Doc Type	Completion Date	Location	STAT	ASR	STAT Units	STAT Amount	Non-STAT Units	Non-STAT Amount	Total Units	Total Amount		
Anderson, M.D., Alton	35 Jobs				0 Jobs				1189.50	\$118.95	1189.50	\$118.95		
Riley, D.O., Judith	14 Jobs				0 Jobs				487.26	\$48.73	487.26	\$48.73		
Youngs, F. J.	6 Jobs				0 Jobs				129.83	\$12.98	129.83	\$12.98		
Total 55 Jobs											1806.59	\$180.66	1806.59	\$180.66

The report will show below, sorted by author name. This report can be expanded by clicking on the + beside the author name. You can also download this report in any format you desire or simply view it on the ASP.

Billing Report

AccuStat EMR - Longleaf Neuro-Medical Treatment Center

Transcription Date Range: 1/1/2014 to 1/10/2014

Author	Job #	Doc Type	Completion Date	Location	STAT	ASR	STAT Units	STAT Amount	Non-STAT Units	Non-STAT Amount	Total Units	Total Amount
<input type="checkbox"/> Anderson, M.D., Alton	35 Jobs				0 Jobs				1189.50	\$118.95	1189.50	\$118.95
<input type="checkbox"/> Riley, D.O., Judith	14 Jobs				0 Jobs				487.26	\$48.73	487.26	\$48.73
<input type="checkbox"/> Youngs, F. J.	6 Jobs				0 Jobs				129.83	\$12.98	129.83	\$12.98
	N183669	X-Ray Radiology Report	01/09/14 05:39 PM						23.29	\$2.33	23.29	\$2.33
	N183670	X-Ray Radiology Report	01/09/14 05:54 PM						21.51	\$2.15	21.51	\$2.15
	N183671	X-Ray Radiology Report	01/09/14 05:52 PM						18.57	\$1.86	18.57	\$1.86
	N183672	X-Ray Radiology Report	01/09/14 04:36 PM						20.98	\$2.10	20.98	\$2.10
	N183674	X-Ray Radiology Report	01/09/14 04:38 PM						25.28	\$2.53	25.28	\$2.53
	N183770	X-Ray Radiology Report	01/10/14 06:06 PM						20.20	\$2.02	20.20	\$2.02
Total 55 Jobs									1806.59	\$180.66	1806.59	\$180.66


As you can see, we clicked on the + by the author name and expanded the reports so that we can see the breakdown of billing per report.

16. AST's pricing is reflective of all standard medical transcription services as well as ant/all services required via the client's required scope of services.
17. AST will deliver to the client by the 10th calendar day following the end of each quarter, a usage report that will show:
 - Facility Name
 - Name of Dictator
 - Dates of Service
 - Quantity- Number of lines broken out by standard document and STAT document

AST will use the billing model shown above to create this report as the billing model contains all of this information. **Please note that the client users are able to access and view/download this report at any time as well via the AST InfraWare transcription ASP site.**

REQUIREMENTS OF THE CONTRACTOR- QUALITY OF TRANSCRIPTION

1. AST monitors accuracy levels of our transcriptionists on a daily basis. Each QA individual reviews all client reports 100% and marks errors according to the severity of the error so that the transcriptionist can review their errors in feedback and learn from them and so that we can keep proper accuracy reports. Any transcriptionist that has accuracy levels consistently below 98% is removed from the account. The QA manager will run an accuracy report and send that report at the end of the day to the transcription manager for the client account. The transcription manager then decides on removing the transcriptionist. See below the QA score reports that are generated daily by our staff:

 **QA Score Report**
 Account: **AccuStat EMR**

Transcriptionist: **Dennis, Megan** ▼

Start Date: *Leave blank for all*

End Date:

Payroll model: **Tiered Payroll Plan** ▼

Count template in line calculation
 Show comment in report

Display Report

1 of 1 100% Find | Next

QA Score Report

Dennis, Megan
Date Range: 3/1/2014 to 3/11/2014

Job #	Transcription Date	QA By	QA Date	QA Length	Lines	Job Duration	Read	Category	Type	Points	Percent
M105127	Mar 9 2014 10:07AM	Admin, AccuStat	Mar 9 2014 11:03AM	0 m 50 s"	9	2 min 28 sec	Yes			0.00	100.00 %

2. Accuracy levels are all generated and scored according to AHDI's Guide Benchmark.
3. AST will correct any /all errors as well as make any client-requested edits at no additional cost to the client. The client can send a report back to the AST QA manager with one mouse-click. Corrections and edits from client-returned reports is usually done within 1 hour.
4. As a standard rule, AST will transcribe all dictation "verbatim" for legal purposes. AST transcriptionists will make standard corrections to punctuation, formatting, misspoken or misspelled words as necessary so that the document is accurate.
5. AST medical transcriptionists have at least 3 years of experience in multi-specialty transcription. All AST medical transcriptionists have graduated from an accredited transcription training program. Most AST medical transcriptionists also have medical backgrounds as well. All AST medical transcription staff are required to maintain accuracy levels of 98% or above to stay on an account. All AST QA staff have at least 10 years of medical transcription experience in multi-specialty areas. Most AST QA staff also have medical backgrounds. All AST QA staff are required to maintain 100% accuracy of all client transcription.
6. AST monitors client queues hourly to make sure that all received dictation is routed properly and that there are no issues with workflow. AST can investigate and determine the loss or problem in any dictation that is verified to be received by the AST InfraWare transcription ASP. Verification is known by the client receiving a unique job# at the completion of each dictation. The job# is the verification that the dictation was received.
7. AST will comply with required invoice deductions by the client for any lost/irretrievable dictation/report that was verified as received by the AST InfraWare transcription ASP.
8. AST will work closely with the client contact on preferred procedures for "problem files" such as files that are incomplete, have blanks, poor audio and so on. AST will ensure that all files meet client-required TAT throughout this process.
9. The AST InfraWare Transcription ASP system gives the transcriptionists and the QA staff the ability to create "addendums" to prior reports; meaning that if a dictation is done partially and then finished at a later time, the second part of the dictation can easily be added to the first part of the dictation so that there is one continuous report and the

voice files are combined to match the report as well. A report can contain multiple “addendums” as the dictator adds onto an original report or makes changes/edit to an original report.

10. AST will work closely with the client contact to handle issues with client dictation regarding the dictator speaking too fast, mumbling and accents. AST’s suggestions to handling these issues initially is to make sure that the client sends AST several samples of the dictators prior reports so that we can use them for reference. If that does not assist the AST staff, our contact will reach out to the client contact to request that the dictator “slow down” their dictation temporarily or enunciate their words more clearly. The transcriptionists also have the ability on their transcription modules to “slow down” the dictator to assist in hearing them more clearly. In time, once a transcriptionist is used to the dictators style, these issues usually resolve.

REQUIREMENTS OF THE CONTRACTOR- QUALITY ASSURANCE/IMPROVEMENT PROGRAM

1. AST ensures that our Quality Assurance/Improvement Program is in full compliance with the American Society of Testing and Materials (ASTM) International standards on medical transcription.
2. AST will submit a quality assurance report monthly to the client to assure that standards are adhered to.

REQUIREMENTS OF THE CONTRACTOR- TRANSCRIBED REPORTS

1. AST will set up all templates and formatting according to the client’s required specifications so that the client will not need to manipulate the final transcription text in any way. AST will change/edit formatting and templates at any time per the client’s request.
2. AST will use client-provided templates at all times. If at any time, AST is required to set up additional/new templates per a dictators request, AST will contact the client contact for template assistance/requirements. Client contact will be able to review/view any/all set up templates and normals with their formatting when signed into AST’s InfraWare transcription ASP.
3. AST will create, add additional or edit document types and templates per the client’s request and specifications at no additional cost.

REQUIREMENTS OF THE CONTRACTOR- TURNAROUND TIMES

1. Standard Document Turnaround Time. AST will provide client required standard turnaround time on all documents (except those designated as STAT) in 24 hours or less from the time of dictation completion. Turnaround time is gauged from the time that the completed dictation is uploaded to the AST Infracore transcription site to the time that the completed transcribed text is available to the client.
 - a. All holiday and weekend schedules for TAT will be adhered to per the client requirements.
2. STAT Document Turnaround Time. AST will provide client required STAT turnaround time on all documents in 2 hours or less from the time of dictation completion. Turnaround time is gauged from the time that the completed dictation is uploaded to the AST Infracore transcription site to the time that the completed transcribed text is available to the client.
3. Error Correction Turnaround Time. AST will perform and corrections and/or edits and return the completed report within 24 hours of the time that the report is returned back to AST for corrections by the client.
4. AST will notify the client contact immediately if there is any reason that the client required TAT is not able to be met as well as when AST plans to restore TAT.

REQUIREMENTS OF THE CONTRACTOR- SECURITY AND CONFIDENTIALITY

1. All AST transcriptionists are required to adhere to the AHDI code of ethics.
2. AST adheres to HIPAA security and confidentiality measures in all areas of transcription including administrative procedures, physical aspects and technical data aspects.
 - a. Administrative Procedures: AST instructs on strict HIPAA requirements and requires of all employees/contractors signed confidentiality contracts before any instructions or client data is sent. Electronic signatures are not acceptable for these documents; all must be a handwritten signature.
 - b. Physical Aspects: All employee/contractors are instructed on computer/hardware setup to ensure that all HIPAA security measures are adhered to including but not limited to frequent changing of secure passwords, encryption, security screens and so on. All servers and computers are backed up at all times so to avoid any loss of data to potential threats of fire, intrusion or environmental damage of any sort. All computers and servers have data that is encrypted according to HIPAA standards so that the threat of data loss/theft is eliminated.
 - c. Technical Data Aspects: All technical data and networking is set up according to HIPAA requirements with measures noted above in the HIPAA security section.
3. AST takes full responsibility for proper custody and care of all dictations and completed transcriptions. The AST InfraWare transcription ASP can run a full audit on any/all report to see the chain of custody, showing user name and IP address as well as actions such as changes, printing, downloading and so on of the voice and/or text file. AST takes full responsibility for any dictation voice file that is verified to have been uploaded to the transcription ASP and then becomes lost. AST transcription is able to track all dictations and reports that are verified as uploaded to the transcription ASP.
4. AST has all employees and contractors sign confidentiality agreements before they are allowed access to the transcription ASP. AST will gladly supply the client with a copy of this signed confidentiality agreement for the client's records if necessary.
5. All AST servers that house the uploaded voice dictation and completed transcription are encrypted to the requirements for HIPAA security. All AST employees have setting where they are not allowed to download or print any voice dictations or completed text to their local workstations thus, they are only able to access it on the transcription ASP site.
6. AST works diligently to ensure that all HIPAA requirements are met and enforced continuously.
7. All voice dictation and completed transcription is the property of the individual client. AST ensures that all dictation and completed transcription is backed up for a period of no less than six (6) months but can be longer, according to the client's needs. All backed up information is easily retrievable at any time to the client users via the AST transcription ASP site. All client dictation and completed transcription is backed up in real time and checked daily to ensure that all data is secure.
8.
 - A. Upon termination of contract, AST will maintain client user's access to all voice dictations and completed transcriptions for up to six months' time. This means that any time, for up to six months after the termination of the contract, the client user will still have full and complete access to all of their user's voice dictations and completed text to download or print as many times as necessary.
 - B. Upon a mutually agreed upon date and time, AST will delete and/or destroy all client data including but not limited to all voice dictations, completed transcriptions, samples, instructions and communications from the client. AST will then provide a written and signed notification to the client that all client data has been deleted/destroyed.

REQUIREMENTS OF THE CONTRACTOR- CONTRACTOR PROVIDED TRAINING

AST will provide complete client training for a minimum of eight (8) hours of system familiarity training for client-designated individuals. Training will commence at the location of the client's choice, at a mutually agreed-upon date and time. Training shall include but not be limited to:

- Proper dictation practices and various methods of dictation
- How to track dictation and transcription in the AST transcription ASP site
- How to edit completed transcription or, to send the transcription back to AST QA staff for corrections
- How to download completed transcription
- How to search for any prior dictation/transcription
- How to view templates/document types for approval

AST will provide the client printed material for all training and, AST will advise the client on how to view all training on AST's transcription ASP site in printed and video format. All the information necessary for training on the AST transcription ASP is located on AST's transcription ASP site under the "HELP" tab. For further assistance, the client can call their transcription account manager at **(855) 704-2814**.

REQUIREMENTS OF THE CONTRACTOR- BILLING

1. AST will create all client billing directly from AST's transcription ASP site. The client is able to sign on to the transcription ASP at any time to verify billing as a whole, by individual dictator or even by individual report. All billing will be set up in AST's transcription ASP according to the client contract. All billing methods follow the MTIA Billing Method Program.
2. Billable transcribed lines are set up according to the client/AST contract. Typical billable lines are set up according to Microsoft Word total character count with spaces per document and divided by 65 (Client line definition may differ). The result is the billable line. Any document that has billable lines that are not whole numbers are usually rounded up to the next number. Example: A document with 15.73 lines will be rounded up to 16 lines.

Billable characters are visible black characters on the document. Headers and footers are not counted and template data (text that is not manually keys in) is not counted as billable characters. For spaces, one space between words is billable and two spaces between sentences is billable. Hidden formatting instructions such as bolding, underlining, text boxes, et cetera are not billable.

3. AST understands that billing errors that are seen as a pattern is a sufficient reason for contract termination.
4. AST will submit invoices monthly or bi-monthly according to client preferences.
5. AST will submit a separate invoice for each facility if there are multiple facilities under one client.
6. AST will put the purchase order number on each invoice per client request.
7. The client will have access to complete billing at any time on the AST transcription ASP site. The client can verify billing sent Client invoice can be broken down so that the client can view:
 - Document Type
 - Per line charge (standard)
 - Per line charge (STAT)
 - Number of lines
 - Turnaround time for each document
 - Charge subtotal per document
 - Total charge per day
 - Grand total charges per month
8. AST's transcription ASP site has an electronic line-counting program to verify/audit all billing at any time.
9. AST will mail and email monthly invoices to the client's facility, per the client requirements.

CONTRACT STARTUP

AST can set up client, train and start transcription services within 30 days of contract award date. The key to quick and efficient startup time is excellent communication between the client and the designated AST staff member.

ACCUSTAT TRANSCRIPTION MISCELLANEOUS INFORMATION

Organizations: AHIMA, MTIA, NFIB, U.S. Women’s Chamber of Commerce, NHIT, HIMSS

- Awards:
- 2007 SBA South Carolina Small Business Person of the Year Runner Up
 - 2008 SBA South Carolina Small Business Person of the Year
 - 2008 SBA National Small Business Person of the Year Runner Up
 - 2008 National Top 50 Diversity Owned Business of the Year
 - 2009 Best of Business, Transcription, Charlotte, NC
 - 2010 Best of Business, Transcription, Charlotte, NC & Virginia Beach, VA
 - 2011 Best in Business, Transcription, Charlotte NC, Myrtle Beach SC
 - 2012 Best in Business, Transcription, Charlotte, NC
 - 2013 Best in Business, Transcription, Charlotte, NC



Certifications: Women’s Business Enterprise National Certification

Facility Setup Instruction Sheet:

- Watch Facility Intro Video.**
 - o Have the facility personnel view the following video: Facility Intro video: <http://videos.infraware.com/avc-fullscreen.aspx?v=67>
- Provide EHR Web Portal Login name and password**
- Save <https://www.infraware.com/webehr> as a Favorite or create desktop shortcut
- Install the following software:**
 - o If using a Handheld (Olympus, Phillips, etc.)
 - Install InfraWare Dictation Client 2009: Use the following link (same as saved favorite above) <https://www.infraware.com/webehr> Login using your username and password. Select the Software tab → Install IDC 2009
 - IDC Quick Start Guide <http://www.infraware.com/KB/afmmain.aspx?faqid=218>
 - Set IDC preferences: One-step User setting set-up: <http://www.infraware.com/KB/afmmain.aspx?faqid=282>
 - o If printing and downloading from the EHR Web Portal→ Install the Online Editor 2009
Login to the EHR Web Portal → Software Tab → Install Online Editor 2009
 - EHR Web Portal Quick Start Guide: <http://www.infraware.com/KB/afmmain.aspx?faqid=215>
 - How to Print & Download from Web Portal: <http://www.infraware.com/KB/afmmain.aspx?faqid=292>
- Upload a patient list/physician schedule** (Global Documents Feature):
 - o <http://www.infraware.com/KB/afmmain.aspx?faqid=337>
- Author Training:**
 - o For Authors: Best Practices for Dictation: <http://www.infraware.com/KB/afmmain.aspx?faqid=67>
 - o TDS Quick Reference if using phone: <http://www.infraware.com/KB/afmmain.aspx?faqid=265>
 - o For Authors that eSign:
 1. Review How does eSign work? <http://www.infraware.com/KB/afmmain.aspx?faqid=133>

2. Teach authors eSign (download recording, modify ADT, actions):
<http://www.infraware.com/KB/afmmain.aspx?faqid=317>

At your convenience, we are sending some links to videos and written information which shows how to use the new system. This will help tremendously if you view these before set up or, if you are already set up, just view them soon.

Not all of the videos apply as not all clients have the same workflow or work with schedules. Please only view the videos that apply.

Facility Intro:

<http://videos.infraware.com/?v=67>

Quick Start EHR Web Portal:

<http://videos.infraware.com/?v=40>

You will view/use the HER web portal if you want to view billing, view reports online and voice files, see TAT, et cetera.

Online Editor EHR Web Portal:

<http://videos.infraware.com/?v=3>

You should view this if you plan to edit and electronically sign reports online

How to upload a Patient List

<http://videos.infraware.com/?v=52>

If your facility typically sends schedules, you can upload them directly to the site

How to Edit Completed Jobs:

<http://videos.infraware.com/?v=57>

This will show again, how to edit completed jobs on the web site

IDC- Infraware Dictation Client

<http://videos.infraware.com/default.aspx?c=8>

This shows you how to upload using your digital recorders or if your dictator has a microphone on the computer, dictate directly at the computer

Thank you!



ACCUSTAT TRANSCRIPTION

What you say, is what you get.