



April 12, 2011

State of West Virginia  
Department of Administration  
Purchasing Division, Shelly Murray  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

RE: RFQ No. INS11010  
Transcription Services  
Bid Due Date: 4/14/2011; 1:30 pm

Dear Ms. Murray:

iMedX, Inc., welcomes the opportunity to submit this proposal on the referenced RFQ. Several years ago, iMedX, Inc., acquired L S Services, Inc. In January of 2011, iMedX, Inc., merged L S Services, Inc., into its organization and absorbed its personnel and assets. We mention this because L S Services, Inc., previously held the transcription contract for this work for many years, and much of the same staff will be employed on the project again.

We have completed and signed Attachment B to the RFQ stating affirmatively that we fully understand the requirements of this RFQ and are prepared to meet or exceed all requirements.

Please contact Luther (Brad) Runyon, VP of Government Contracts as the iMedX, Inc., POC, should you need additional information (800-221-0244, ext 247).

Thank you in advance for your consideration. We look forward to hearing from you.

Respectfully submitted,

Venkat Sharma  
President

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PURCHASING DIVISION  
STATE OF WV

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**Overview of Services Required.**

Throughout the State of West Virginia, citizens file claims for Workers' Compensation benefits, which require adjudication by the West Virginia Insurance Commission, Office of Judges. The Workers' Compensation Office of Judges conducts hearings, receives and weighs evidence and arguments and then issues written decisions in appeals from initial claim management decisions made by insurance carriers or by self-insured employers or their agents. Transcription and decision typing services are needed in order to process pending appeals in a timely manner.

This solicitation is specifically for transcription of recorded hearings and recorded decisions and orders. The successful vendor will be required to transcribe from digitally recorded multi-voice files in the DCR format, and occasionally cassette tapes, hearings conducted by the Office of Judges regarding disputed Workers' Compensation claims, as well as provide a system allowing for Office of Judges' employees to dictate decisions or orders via the telephone or other electronic transmission system and typing these documents within required time periods. Further, the successful vendor must be able to securely transfer electronically the transcribed documents to Office of Judges for printing at their location.

Should the vendors equipment for transcription malfunctions, it shall be repaired within three (3) working days. Any cassettes shall be delivered via U.S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Office of Judges.

There is also a requirement that the vendor be available for in-person pick up of cassettes at One Players Club Drive, Charleston, West Virginia.

The Office of Judges desires a searchable database program of all decisions and transcripts be available on either Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a highlighted display of the searched words within the file. For example, all the transcripts with the words "fatal" and "cardiac" will be listed in a directory-style listing and the transcripts will come up one at a time with the keywords fatal and cardiac highlighted every time they appear in each document.

The Office of Judges estimates there will be approximately 75 hearings recorded digitally to be transcribed each month and approximately 300 decisions per month will be issued varying in length from two pages to as many as 18 pages, with decisions averaging 5 to 7 pages each.

The successful vendor must have the ability to electronically mail decisions/transcripts to Office of Judges in format compatible with the Office of Judges software, such as, Word 2007, within 48 hours of receiving the dictation. The vendor must indicate the security in place for electronic transfer of information. If electronic mail is not available for a 24-hour period, the successful vendor shall deliver the

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transcribed decisions/orders to the Office of Judges by magnetic mass storage device (such as a compact disc).

The successful vendor must accommodate the requirement of the Office of Judges to prioritize the order in which the dictations of decisions are typed. The vendor is required to maintain a copy of the electronically transmitted documents for a 45-day period and provide to the Office of Judges the previous month's transcription of decisions/orders on a mass magnetic storage device, such as a compact disc, within ten (10) days of the end of each month.

The successful vendor must also provide a digital dictation system that permits toll-free receipt of telephone dictation of decisions/orders by employees of the Office of Judges with various locations throughout West Virginia. The system must be available via the telephone (toll-free) and such other electronic communication.

Further, the vendor must have the ability to accommodate the possibility that all decision/order writers may be dictating simultaneously. The persons dictating decisions/orders will reference certain preformatted language. The Office of Judges will provide this language to the successful vendor for insertion into the decision/orders. There are approximately 55 of the preformatted "paragraphs." The Office of Judges will update and change the preformatted language as necessary.

The decisions/orders are to be prepared in the format specified in the RFQ.

The successful vendor will transcribe decisions/orders from cassette tapes if telephone communications or other electronic means is unavailable due to malfunction of equipment.

The successful vendor must maintain all dictation of orders/decisions, and storage of those decisions/orders, confidential and as secure as possible.

Accuracy of work produce must be at 95 percent or above, as determined by a quality review by the Office of Judges. The Office of Judges considers three or more errors per page of typed decisions/orders/transcripts to exceed an acceptable level.

One of the primary goals of contracting out such legal transcription work is to ensure continuity of operations and maintain a high degree of accuracy. However, of paramount concern is security and confidentiality. iMedX, Inc., recognizes the need to operate in a secure environment and does so within its secure 10,000 sf. building, owned and solely occupied by iMedX, Inc. The security arrangements at our facility will be discussed further in the Work Plan section, below.

The Office of Judges has determined that it is most efficient and effective to contract out this transcription service versus utilizing an in-house transcription staff. Contracting out this work not only ensures that the Office of Judges has a reliable and

constantly available method of receiving completed transcripts, decisions, and orders, but also it eliminates the need to use their own staff.

The volume of transcription work fluctuates from month to month based upon the number of claims filed and processed. Our experience has been that the variance can be as little as 5 percent and as high as 50 percent or more. Our system is set up to provide world-class services no matter what the level of workflow.

Since parties to a case vary in their speaking abilities and habits. The transcription service awarded this contract must have the capability to adapt to the whole host of speech styles and accents, foreign or domestic. We have a wealth of experience in transcribing even the most difficult hearings. We have gained this experience through our unemployment and disability transcription work, as well as our court reporting and hospital/medical transcription work. Since many of your cases involve medical terminology, our experience and training in medical transcription provides us with the necessary terminology foundation to be able to discern even the most difficult medical terms or conditions.

#### **Management Summary.**

We can meet or exceed all of the RFQ requirements and have indicated so on Attachment B to the RFQ. For the large volume of transcription services required by the Office of Judges, iMedX, inc., shall use its very best and most experienced personnel in all the key positions.

iMedX, Inc., shall continue to conduct this work in four phases.

- Phase I - Establish/Continue communication chains with Office of Judges' key personnel
- Phase II - Develop/Continue a secure and consistent system for picking up and delivering tapes and files, and electronic delivery of decisions/orders
- Phase III - Assignment of current personnel
- Phase IV - Production Work

The following information is provided in support of the four-phase plan:

#### **Phase I**

##### Establish/Continue Communication Chains with Office of Judges Key Personnel.

iMedX, Inc., manages each account using primary and secondary points of contact. We are not a large conglomerate or a subsidiary of a large corporation looking to pull in numerous accounts. We provide world-class services while maintaining close and personal contact with our clients. Our approach is that we become a personal assistant to our client for all services that we are hired to provide. For instance, should the Office of Judges have a question or a concern, the primary point of contact is Mr. Luther Runyon, the VP for Government Contracts. He shall establish direct communications with the key personnel at the Office of Judges. Working with the key

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personnel, iMedX will coordinate the tasks necessary to ensure a smooth and efficiently transition. Mr. Runyon will be available 24/7 either through direct call or email or through our 24/7/365 Customer Care staff. All available via a toll-free (to OOJ) telephone call or email.

The secondary point of contact is Mrs. Susan Adkins, Supervisor of the Legal Department.

## **Phase II**

Develop/Continue a secure and consistent system for picking up and delivering electronic files and cassette tapes and files, and electronic delivery of decisions/orders.

iMedX, Inc., has various means of receiving electronic voice files from OOJ. We can set up a secure FTP so that OOJ staff can electronically upload the electronic hearing files to our secure servers using secure FTP procedures. Another method is to establish a VPN or even a Lan2Lan with OOJ and use that secure connection to move the electronic hearing files. iMedX, Inc., also proposes to continue to personally pick up and deliver tapes as required by OOJ. We will ensure that an employee of iMedX, Inc., physically travels to the Office of Judges.

## **Phase III**

Assignment of Current Personnel.

iMedX, Inc., currently has within its organization a highly motivated, experienced, fully trained transcriptionist staff. We do not project a need to hire additional employees to adequately perform the work required by this RFQ. We have been performing this work for over ten years. Based upon our experience, we are confident that we can continue to absorb the workload envisioned within this project, with the assurance that we will meet or exceed all requirements. Below, we will further explain our plan to assign the necessary personnel and how this project will fit within our organization.

## **Phase IV**

Production Work.

Utilizing our tried and true system of work and process control, we will provide the legal transcripts and typed decisions/orders to the Office of Judges, as required by the RFQ. The specifics of our production process are detailed in the Work Plan, below. There would not be a break in production should iMedX, Inc., be awarded the contract.

## **Work Plan.**

iMedX, Inc., is a well-established, national provider of transcription services. We have the secure facilities, equipment, and personnel to provide the services required by this bid. We are not associated with any parent or holding company. We provide the full range of both legal and medical transcription services, and have done so for well over ten years.

Our management team is the best in the country. Our top staff has a wealth of experience in providing transcription services, legal and medical, in both the public and

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private sectors since 1992. This team is committed to excellence in all that we do! The Vice President for Government Contracts has approximately 20 years of experience at the Federal level, in Legal Office Administration and customer-oriented organizations. The Department heads all have years of experience in providing both medical and legal transcription services throughout the United States at both the Federal and State level.

We also bring to the table highly experienced, well-trained transcriptionists who are part of work teams which are supported by:

- top quality proofreaders
- technically competent administrative support personnel
- state-of-the-art digital equipment
- secure, modern facilities
- continuous training programs
- mentoring programs
- up-to-date technology

### **OUR PHILOSOPHY**

We fully realize that we are hired to assist our clients in serving their customers in the most efficient and effective manner possible. Our clients look to us to fully and completely handle the scope of work within our contract, and to do so while assisting them achieve maximum results with the lowest possible expenses. We further realize that our actions reflect back to our clients, and because of this, we highly emphasize professionalism, courtesy, and technical competence. In regard to Workers' Compensation Offices, we are keenly aware of the pressures associated with providing ever-expanding public services while experiencing decreasing numbers of staff and tight budgets.

iMedX, Inc., operates with the philosophy that well-trained and educated employees are vital to our success. Not only do we highly screen all potential employees, but also we fully evaluate which employee to place on an account. Through this double screening process, iMedX, Inc., has developed the most effective, finely-tuned work teams that provide nothing less than world-class services. We firmly believe that, without a doubt, people are the key to top quality services and total customer satisfaction.

### **OUR FIRST PRIORITY**

Our first priority is providing secure, world-class services that you, our client, demand, and we do so in a professional, efficient, and effective manner. We have a track record of assisting our clients (Federal agencies, State agencies, hospitals, medical centers, medical clinics, and private practitioners) achieve significant improvements in efficiency and productivity regarding the services we have been hired to provide. For over ten years we have worked with Unemployment Benefits, Workers' Compensation Benefits, and Disability Determination Services Offices to ensure their transcription requirements are identified, quantified, and met or exceeded.



## **SECURITY AND CONFIDENTIALITY**

Security and confidentiality are of paramount concern to iMedX, Inc. Our staff is fully trained on, to include refresher training, privacy and security concerns. Each staff member signs a confidentiality statement which covers not only the *Privacy Act*, but also specific confidentiality concerns of our clients. Confidentiality and security has become more of a concern since enactment of HIPAA (the *Health Information Portability and Accountability Act*). Now, it is not just irresponsible to fail to adequately control confidential medical information, but also illegal. Our processes are set up so that we remain in strict compliance with all confidentiality and security requirements.

## **OUR SYSTEM**

To reduce costs, provide professional services, and ensure efficiency, iMedX, Inc., uses the latest technology coupled with outstanding personnel who are committed to meeting our clients' needs. The Office of Judges requires continuous service, whether it be transcription service with 7-day turnaround or 24/7 dictation services. iMedX, Inc., provides that type of service to its clients and has done so for over ten years.

iMedX, Inc., has developed a FOUR-PHASE SYSTEM of providing the type of world-class transcription services that the Office of Judges requires. They are:

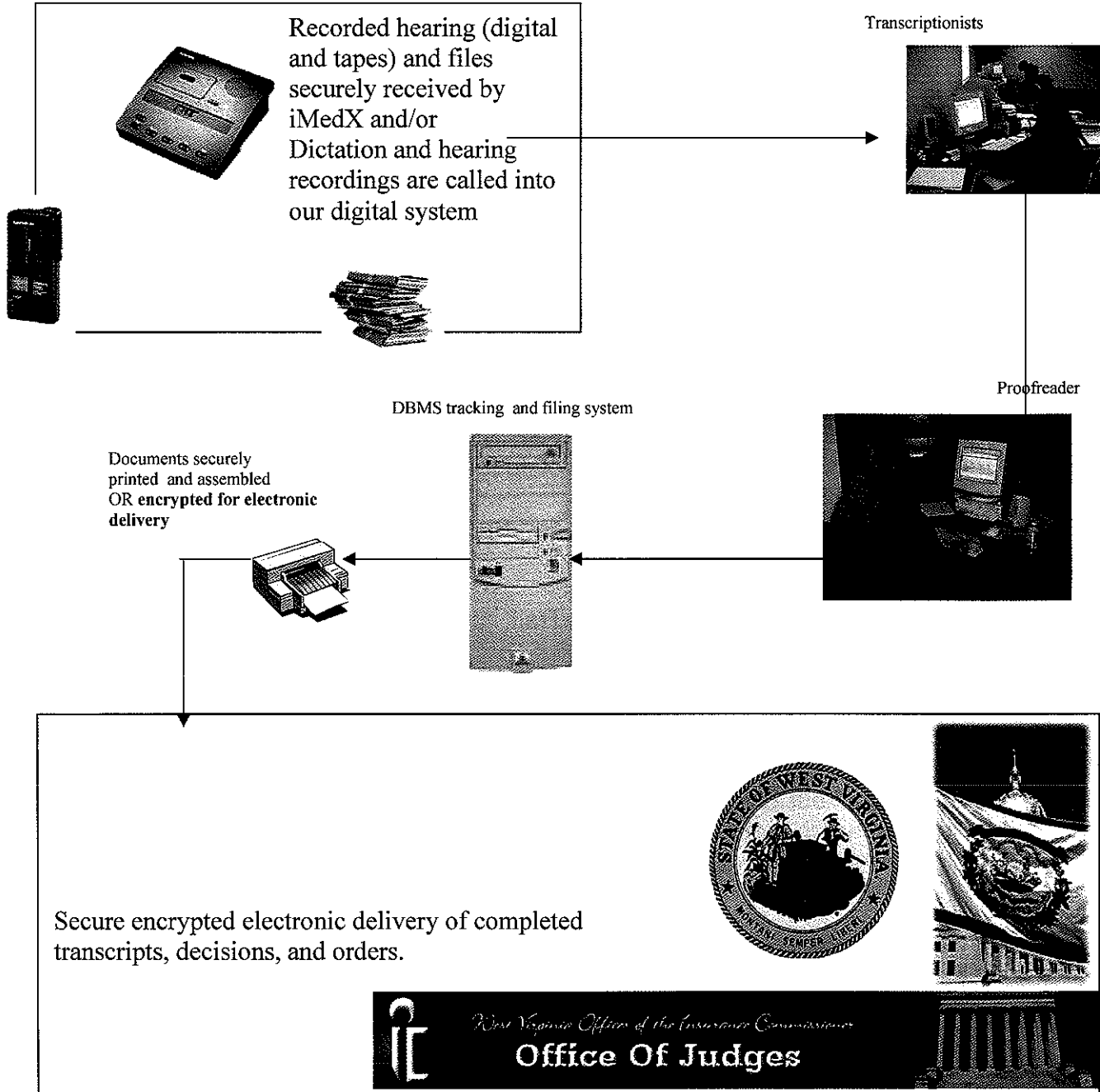
- Phase I      Secure Pick-up Procedures and Secure Voice Dictation
- Phase II     Secure Transcription System
- Phase III    Secure Delivery Procedures
- Phase IV    Invoicing System with Audit Trail

Each Phase will be thoroughly discussed below. It is through this well-coordinated, structured approach to providing services that iMedX, Inc., has the ability to provide timely, professional, and quality-checked reports, while at the same time accurately and instantaneously knowing where each and every report is within our system. You will not call our office with a question about the status of a transcript and be told, "I'll have to research that and get back to you." Our administrative support staff have the ability to provide you with the exact status of any report at any point in the process.

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**Workflow**

The following chart depicts the manner in which the work will flow in this project for the Office of Judges utilizing iMedX' Four-Phase System:



## PHASE I

### SECURE PICK-UP PROCEDURES

Prior to beginning this work, iMedX, Inc., shall coordinate with the Office of Judges to ensure that a secure method of electronic transfer of hearing files is established, either via a secure FTP, a VPN, or whatever other secure system OOJ determines is best, to include a secure Lan2Lan. Additionally, a physical pick-up system consistent with Office of Judges' requirements shall be established for those occasions when electronic transfer of files is not available. The place and time of pick up will be determined by the Office of Judges.

### SECURE VOICE DICTATION

Voice dictation for decisions/orders may be accomplished in several ways, either via toll-free (to OOJ) telephone dictation or electronic voice file transfer of digitally recorded decisions/orders. We have the ability to securely receive WAV, MP3, DSS, or DCR voice files that contain recorded decisions/orders. The transfer of the digitally recorded decisions/orders may also be automated using our TurboScribe software or a utility program, EZUpload. Upon receipt of the voice files, we can upload them into our system and securely transcribe them.

**For dictation called in via a toll-free 800 telephone line, the following applies:** Prior to this work beginning, each provider/dictator will receive a brochure/instruction sheet and wallet card detailing how to call into the system and dictate a report. The brochure/instruction sheet provides each dictator with the necessary information to log onto the system, enter the correct responses to prompts, and then dictate, edit, review, modify and close dictation. Nearly all new dictators successfully log onto the system and correctly dictate the first time attempted. Each provider/dictator shall receive a Logon ID Number that specifically identifies the person by name.

Additionally, a help line via a toll-free telephone number (800-221-0244) shall be available to all dictators. Any dictator may call the help line and receive assistance from an iMedX employee 24/7.

Using a standard, commonly available touch-tone telephone and a **toll-free** number accessible throughout the United States, providers/dictators call into our central dictation system. The system will audibly prompt the caller through the information to be entered. When the dictation is completed, the provider/dictator may either begin a new report or log off of the system. Upon completion of the dictation, the provider/dictator enters the exit code. The system will automatically give the provider/dictator the Job ID Number for each decision/order. It is a unique number. That unique number specifically identifies each separate dictation called in, and the dictator may use this Job ID Number for reference or tracking purposes.

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

system, this system can provide reports indicating when dictation was received and what happened to it.



Multiple callers may access the system at one time. Currently, there may be sixty-four (64) concurrent accesses to the system, with the ability to easily and quickly expand it. Additionally, electronic access is virtually unlimited. Office of Judges may use digital recorders (WAV, MP3, DSS) to securely electronically transfer their digital dictation directly to our Dictation System.



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

Service agreements with the manufacturer are maintained to ensure the system is available 24/7.

## PHASE II - SECURE TRANSCRIPTION SYSTEM

iMedX, Inc., does not view any recorded hearing or dictation as "a problem." We expect that a certain percentage of witnesses or dictators will use slurred speech, speak much faster than normal, take shortcuts, and for those with foreign accents, will have difficulty pronouncing our English words. This is what we expect and are prepared for. We fully realize that this is not a perfect world, and witnesses, judges, lawyers, or dictators do not speak perfectly.

Our process begins with the supervisor assigning the work to our transcription staff, based upon the priorities established by the Office of Judges.

Our transcriptionists use state-of-the-art Gateway Pentium PCs equipped with electronic references, to include Stedman's Electronic Medical Dictionary, Quick Look Electronic Drug Reference, American Heritage Electronic Dictionary and Stedman's SpellChecker for Microsoft Word. The electronic references stay available on-screen through use of separate windows in the Windows operating system and are immediately available. Once accessed, the transcriptionist just has to type in the word the way it sounds and the reference program immediately will either confirm the correctness or offer alternatives to be considered. Also, the references provide definitions that further clarify the correctness of the word/term. This eliminates manually looking up

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words/terms in books and other hard copy reference material. We also use Black's Law Dictionary as our reference for legal terms.

Our transcriptionists are thoroughly familiar with, and highly trained on, the terminology used in the legal profession, especially unemployment and disability hearings, as well as in the healthcare profession, including all body systems and human anatomy, prescription drugs, and medical, chiropractic and other professional healthcare procedures. Based upon our wealth of both legal and medical transcription, our transcription staff have the ability to transcribe words and comprehend meanings of even the most difficult terminology, whether it be by American or foreign dictators.

Taped and handwritten hearings and reports are logged immediately upon receipt. The log details whom the taped/handwritten hearings and reports are from, the date of the material, the type of hearing or reports, et cetera. The log continues through completion of the hearings or reports and forwarding of them to the Office of Judges, along with the tapes and backup data/files.

iMedX, Inc., has on-hand the equipment necessary to manage any tape dictation or handwritten dictation received. We utilize Sony, Panasonic, Lanier, and Dictaphone transcriber units which accommodate both the standard and the micro-cassette tapes. The transcriber units are maintained at the transcriptionist's desk and used when required. We have been managing large volume tape dictation and court reporting for over 10 years.

Formatting of the Transcripts and Decisions/Orders. iMedX, Inc., shall prepare the Office of Judges' transcripts and Orders/Decisions using the format stated in the RFQ. We have done so in the past for over 10 years.

Proofreading. Our proofreading/QA staff is headed by an employee who possesses an MD degree from Marshall University. Upon completion of the hearing transcript, decision, or order, it is reviewed in its entirety for quality assurance purposes. The proofreading will include a check for format and completeness. Any and all errors are immediately corrected, and the transcriptionist and supervisor receive feedback so as to avoid similar problems in the future. The proofreader has at her disposal the same electronic references as do the transcriptionists. Those electronic references include an electronic medical dictionary, electronic drug reference, electronic English dictionary, and electronic spellchecker, as well as Internet access to transcription linked sites. The proofreader also uses Black's Law Dictionary as the legal terminology reference. Once the QA process has been completed, the report is permanently stored and forwarded to the Administrative Support staff for tracking, printing, and transmitting.

Management personnel also constantly/daily monitor the incoming hearing tapes, dictation, and produced transcripts so as to ensure that everything received is completed and transmitted/mailed within the prescribed time period. Logs are kept to verify this information and to determine our turnaround time for all transcription. Daily

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staff meetings are held with all supervisors to go over and fine tune processes and procedures. Emphasis is placed on finding better and more efficient methods to perform our transcription so that we continue to provide our clients with world-class services. Repeated problems are not tolerated. Corrective action is taken in a timely manner, to include discharge/replacement of employees, if so required.

Confidentiality/Security. Our transcriptionists are trained in security matters immediately upon hiring, and refresher training is conducted on a routine basis. Transcription staff receive ongoing training and refresher training regarding confidentiality/security so as to ensure their awareness of, and compliance with, the requirements of confidentiality in all the information processed. Additionally, management staff closely monitor all activities to further enhance and ensure that confidentiality of data is strictly adhered to. Our staff are familiar with, trained on, and adhere to the requirements of the Privacy Act.

iMedX' staff will sign a confidentiality statement upon notification of award of this contract. The original copy will be forwarded to the Office of Judges prior to beginning of contract. Any new or additional employees shall sign a statement of confidentiality and the original will be forwarded to the Office of Judges. iMedX, Inc., hereby agrees that on the termination or expiration of this contract, it will not use any of such data or any material derived from the data for any purpose and, where so instructed by the Office of Judges, will destroy or render it unreadable.

Large Fluctuations in Volume of Work. iMedX, Inc., has the ability to adjust to gross and/or minor changes in workload volume because: 1) all work is accomplished with a staff of nearly 200 transcriptionists, 2) we have experience in and are quite comfortable with managing heavy workloads based upon our other clients, and 3) we utilize the very latest equipment and software which enhance our abilities to produce a world-class product in an efficient manner. The key to our success in adapting to ever-changing workload requirements is our transcription staff of fully-qualified, professional, dedicated, and highly motivated transcriptionists. Additionally, our supervisors are trained to constantly monitor fluctuations in workload and make necessary adjustments in job assignments before they become a problem. We take the proactive approach.

Another key to our success in adapting to fluctuations in workload is in top management keeping in close contact with our clients. iMedX, Inc., makes it a practice to routinely call our clients to discuss the services we are providing and any changes we have seen, request updated information from the client, and offer our assistance where it is needed. We do not sit back and wait for something to happen. From the very beginning we establish and maintain a good working relationship with our client key personnel and go out of our way to ensure that we understand what is required and expected.

Quality control.

iMedX, Inc., has developed system checks and double checks to ensure that the

dictation received is, in fact, transcribed and delivered to the correct location. We accomplish this through a well-defined process.

- Step 1. Transcription work is assigned to transcriptionists only by well-trained and seasoned supervisors.
- Step 2. Tracking data are automatically entered into our database management tracking system upon preparation.
- Step 3. Tracking logs are maintained which give the exact location the transcript or document is in the transcription cycle.
- Step 4. Completed transcripts and documents are proofread and returned to the supervisor and transcriptionist.
- Step 5. Database audit trail documents are matched against the listing of electronic files to ensure there is an exact match.
- Step 6. Backups of all transcripts and documents and database information are automated and occur every 15 minutes throughout the day.
- Step 7. Daily transmittal sheets are produced and maintained in the office. These sheets list all documents forwarded to our clients each day.
- Step 8. Comeback copies and receipts are maintained for daily deliveries.
- Step 9. Completed transcripts and documents are matched to the database tracking information to ensure that what was closed out and signed off was actually transcribed.
- Step 10. The transmittal letters form the basis of our invoicing system, thereby assuring that the client is billed only for what was completed.
- Step 11. Quality control meetings are held both in the office and with our clients to ensure everyone can discuss issues and has a part in resolving problems.

This system give us a total procedure review, brings us together as a team working on the process, and includes our client as an active participant in the quality review process. The Office of Judges will be asked to participate in such review processes. Ours is truly a team approach.

Also, please see our Quality Review plan attached to this proposal.

### PHASE III - SECURE DELIVERY PROCEDURES

iMedX, Inc., shall securely deliver the completed hearings, decisions, and orders using whatever method OOJ determines best meets its needs. As stated above, we can use secure FTP, VPN, or even Lan2Lan. When required, we shall continue to personally deliver completed transcripts, tapes, and back-up data. The time and location of such delivery shall be as required by the Office of Judges. Each delivery will include a transmittal sheet, which details the documents that are attached.

In the past, OOJ used a secure download from our web site. The completed work was placed in a secure portion of our web site. Additionally, the files were placed within an encrypted DataSafe that not only encrypts the files, but also requires a secure password/authentication to even open the DataSafe. The encrypted files contain a

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Daily Transmittal Sheet, which indexes the decisions/orders first by dictator and then sub-indexes by claimant last name, along with the transcribed documents. We utilize an encryption program that encrypts the documents and transmittal sheets and places them in a DataSafe that requires a "combination" to open the safe. The documents locked in the safe are not accessible to anyone other than the intended recipient. Only the recipient has the password/ combination to open the safe. This process ensures that the data is received by and reviewed by only the intended recipient. Tests are performed before we enter into production, so as to ensure the system is functioning properly and securely to the satisfaction of the Office of Judges.

The DataSafe files are self-executing; therefore, the recipient does not require additional software installed on the receiving computer. When the recipient supplies the appropriate combination/password, the DataSafe program will automatically download the files contained within the safe to the folder/directory designated by the recipient. In other words, you can direct exactly where the files go on your system.

Once the contents of the DataSafe have been copied to the appropriate folder/directory, they are available as any other MS Word file would be. iMedX, Inc., transcribes using MS Word format (2003 or higher).

A sample layout for a Daily Transmittal Sheet is as follows:

<b>SAMPLE</b>					
<b>State of West Virginia</b>					
<b>Insurance Commission</b>					
<b>Office of Judges</b>					
<b>TRANSMITTAL SHEET</b>					
<b>1/30/2011</b>					
<b>DICTIONATOR</b>	<b>DATE OF DICT</b>	<b>CLMT NAME</b>	<b>CLAIM #</b>	<b>PAGES</b>	<b>FILENAME</b>
<b>DIXON</b>	11/29/06	JONES	111223333	7	DIXON115221
	11/29/06	SMITH	222334444	5	DIXON115222
<b>JONES</b>	11/29/06	SAMUELS	333445555	4	JONES115290
<b>GRAFF</b>	11/29/06	SIMPKINS	444556666	10	GRAFF115309
<b>TOTAL PAGES: 26</b>					

This method provides for accurate and efficient verification that all documents were received. Someone need only check them off utilizing the Daily Transmittal Sheet.



**Upgrading to our document delivery platform TurboScribe.**

At no additional cost, your Agency may utilize our secure document and delivery system, TurboScribe, to review and edit the transcripts as needed. The system uses SSL 128-bit encryption and delivers the completed Word documents directly to the user's desktop computer.

Once in TurboScribe, the user has a rich feature set to manage the document and distribute to all authorized recipients in a paperless way. Please note that we will also provide means to listen to the original recording, as the original voice file remains with the completed document securely in our system.

Below is a screen shot depicting the system.

The screenshot displays the TurboScribe web interface. At the top, it says "Color coded for workflow". Below this is a navigation bar with tabs for "All Transcripts", "Completed Transcripts", "Open Transcripts", and "Archived Transcripts". A search bar is present with the text "Search by date or name". The main area shows a table of transcripts with columns for "Transcript ID", "Case Name", "Hearing Officer", "Date of Hearing", "Transcriptionist", "Status", "Action", and "Print". A detailed view of a transcript is shown below, including a "Listen to dictation" section with a play button and a "Sign and lock" section with a signature field. Other features highlighted include "Open and edit transcripts" and "Fax & email to colleagues". The iMedX logo is in the top left, and the website "www.imedx.com" is at the bottom right.

**PHASE IV - INVOICING SYSTEM WITH AUDIT TRAIL**

iMedX agrees to invoice only for typed pages. iMedX uses a database management system to track all of its transcription. The documents are automatically entered into the database as they are prepared. The database has fields which identify the date typed, date of hearing, hearing officer, transcriptionist, claimant identification information, and other information necessary for administration of our system for tracking and invoicing. It is through this database system that we have the ability to immediately respond to questions regarding the status of completed documents, i.e., when was the document completed, when was it transmitted/printed/mailed, et cetera.

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With this information, we can find previously transcribed documents and reprint them, if so requested.

The invoices will be prepared utilizing the Daily Transmittal Sheets, which contain the audit trail information, as supporting documentation. In other words, attached to each invoice will be the Daily Transmittal Sheets which cover each day listed on the invoice. This procedure ensures that the Office of Judges can audit any and all invoices received, right down to the individual hearing. The total amount being invoiced is simply the line count total from the Daily Transmittal Sheets for that period of time.

The electronic files shall be maintained for whatever period of time the Office of Judges requires. At the end of the retention period, iMedX, Inc., shall destroy (erase/shred) all electronic data and related documents that have been transcribed in the normal course of business, unless instructed otherwise by the Office of Judges.

### **Searchable Database System**

A searchable database program for legal research use may be provided. The information may be stored on State equipment and accessed via state-owned PCs that the user currently has. In other words, we will provide the database program and information files. State employees utilizing state-owned equipment linked to the state-owned server that contains the searchable information will perform legal research. Searches may be made through use of either Boolean or natural language methods. The results of the search will display the documents with the search words/keywords highlighted.

The information necessary to perform the search will come from the transcribed hearings and decisions. The files containing all the information to be searched will be initially downloaded onto a state-owned server. iMedX can provide many years' worth of transcribed hearings to begin the database. This should provide a solid beginning for using this database program.

Updating of the database information may be scheduled at the discretion of the Office of Judges. iMedX can provide our final files for update on a weekly, monthly, or quarterly basis. Office of Judges will have to provide the final files of the decisions for adding to the searchable database, since they will have the final version of the decision or order. If that information may be provided to iMedX, we may perform the set up for the update.

### **Prior Experience/References.**

iMedX, Inc., has provided legal and medical transcription services for over ten years. We have the personnel, equipment, and secure facilities to immediately assume the scope of work envisioned in this bid. For well over ten years, iMedX, Inc., has provided both legal and medical transcription services, along with court reporter services, throughout the United States. Our capacity to perform is greatly enhanced

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through our use highly trained and motivated transcriptionists. Because of this, we can quickly and accurately make changes to processes, provide superior quality training, and safeguard confidential claimant/patient information. iMedX, Inc., is an established firm recognized for its capacity to perform. Our client listing includes Federal and State agencies, to include Unemployment Offices, Workers' Compensation Offices, hospitals, clinics, and private practitioners.

The following is provided as our list of references. Please feel free to contact the POC for a candid assessment of our past performance.

LOCATION	WORKLOAD PER YEAR	TIME PERIOD	SUMMARY
<b>WEST VIRGINIA BUREAU OF EMPLOYMENT PROGRAMS, Board of Review (Unemployment)</b> Charleston, WV POC Pam Dempsey (800) 635-0189	Approx 32,000 pages for hearings. Approx 12,500 pages for Decisions.	Three year contract. Initially began this work in 1996. Awarded additional three-year contracts upon rebid.	Transcribe unemployment hearings from digital recordings and return to the Board of Review within one week. Hearings average approx one (1) hour and include examination of witnesses as well as introduction of documentary evidence. Printing includes standard page and four-to-a-page. Additionally, teledictation via a toll-free telephone number into our central digital dictation system. Transcription of decisions and orders regarding workers' compensation benefits cases involving a high incidence of medical terminology. Turnaround times of 48 hours to 5 days, depending on the work type.
<b>WEST VIRGINIA INSURANCE COMMISSION Office of Judges,</b> Charleston, WV POC Judge Ann Rodak (304) 558-1966	Approx 25,000 pages for hearings. Approx 30,000 pages for Decisions and Orders.	Three-year contract. Initially began this work in 1996. Awarded a third three-year contract upon rebid. We completed more than ten years of	Transcription of multi-voice recordings of administrative hearings held throughout West Virginia. Also, transcription of Occupational Pneumoconiosis Board proceedings involving a high incidence of medical terminology, including x-ray interpretation. Additionally, teledictation via a toll-free telephone number into our central digital dictation system.

		providing services to OOJ.	Transcription of decisions and orders regarding workers' compensation benefits cases involving a high incidence of medical terminology. Turnaround times of 48 hours to 5 days, depending on the work type.
<b>STATE OF OREGON EMPLOYMENT DEPARTMENT</b> Salem, OR POC Laurel Drawson (503) 947-1593	Approx 100,000 pages	Five-year contracted starting 4/2002. Won the rebid for another five-year contract	Transcription of administrative hearings held throughout the State of Oregon. Hearings are recorded digitally and securely transferred to us via a secure VPN and FTP software. Transcripts returned electronically.
<b>STATE OF UTAH WORKFORCE SERVICES – UNEMPLOYMENT COMPENSATION</b> Salt Lake City, UT POC Connie Dumas (801) 526-9652	Approx 11,000 pages	Second three-year contract awarded 4/2006. We are in our fifth year of providing services.	Transcription of multi-voice digital recordings of administrative hearings held throughout the State of Utah. Transcripts returned electronically via secure FTP.
<b>VALLEY HEALTH SYSTEMS</b> Various offices throughout West Virginia, Ohio, and Kentucky. POC Mandi Pitsenbarger (304) 525-3334	Approximately 500,000 lines	Open-ended contract since 2000.	Digital electronic dictation from many locations and teledictation via a toll-free telephone number into our central digital dictation system. Transcription of the full range of medical/clinical reports. Delivery is electronically to the various clinics throughout West Virginia, Ohio, and Kentucky. Turnaround time of 24 hours or less.

**Personnel.**

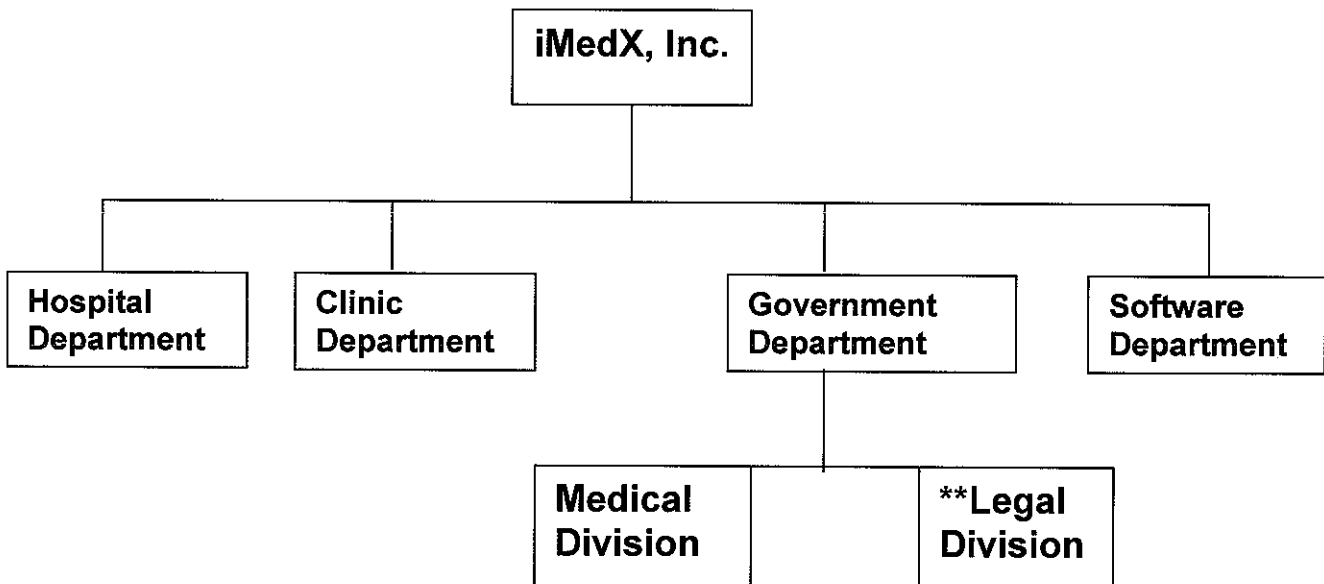
Technical staff. We employ an administrative support unit that includes people with computer technology certificates, database administrators, a web site designer, and administration experts.

Transcription/Proofreading Staff. iMedX has a staff of approximately 200 transcriptionists. From among our staff we have people who have been transcribing

legal hearings and documents for over ten years; have worked in legal offices, have completed a master's degree in English; as well as those who have completed nursing classes at a local university; was a supervising transcriptionist in the Medical Records Department of a local major hospital for more than eight years; or is an x-ray technician. Each is fully qualified to perform the individual function assigned. The majority of our staff has been with us for three or more years.

Many of the transcriptionists are continuing their education through college attendance. We have professional staff who have experience and training in both the medical and legal fields. The depth of experience includes the entire range of legal and medical hearings and reports, including Unemployment Compensation and Workers' Compensation hearings, along with Social Security Disability examinations, the various hospital/medical subspecialties, such as, cardiology, endocrinology, gastroenterology, oncology, orthopedics, urology, pathology, vascular, radiology, psychiatry, pulmonary, and nephrology, along with Federal disability Office of Judges reports, as well as transcription of legal proceedings, such as, depositions, hearings, arbitrations, and trials.

Organizational Chart. The following is our organizational chart.



\*\* Office of Judges project will be placed within the Legal Division of the Government Department

Management Staff.

Management of this project will be performed by Luther D. Runyon on a full-time basis. He is qualified in medical and legal transcription/court reporting functions, as well

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

#### Hiring Procedures for Additional Staff.

Our standard operating procedures for hiring additional personnel include regular advertising in both local and surrounding areas but primarily in Huntington, West Virginia, along with routine receipt of applications for employment based upon our advertising and via our web site on-line application form, as well as nearly daily interviewing and testing of potential employees. This, coupled with ongoing training and mentoring of our current staff, ensures we maintain the depth and flexibility necessary to meet our constantly changing workload. We currently have on file interview paperwork from a sufficient number of applicants that, should your volume of work increase, we are confident we have the ability to ramp up to the necessary number of staff quickly. We have on hand sufficient employees to perform the work.

Before making an offer of employment, we require completion of in-depth application forms which provide total disclosure of previous employment, training, and education, and completion of a reference release form to send to previous employers. Also, at that time, the applicant must take English grammar and legal/medical terminology written tests. Upon completion of the application forms and the written tests, a transcription test is administered which covers the full range of legal and medical hearings and reports. Based upon the results of that testing, the applicant may or may not receive a personal interview. For those applicants who do well on all phases of the application process and testing, an employment interview is scheduled, which includes a personal interview by the VP of Government Contracts. The application forms, test results, and interview notes are then reviewed by our employment committee. Approval by the committee could result in an offer of employment, should there be a vacancy. As you can see, we are tightly focused on the hiring process and go to great lengths to find and employ only the best transcriptionists available.

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Our on-site staff is cross-trained and receives ongoing training in all areas of transcription, both legal and medical. We have seen swings in transcription workload as high as 100% increase from one month to another, and have been able to make the adjustments while meeting our clients' demands.

As an extra buffer, iMedX, Inc., conducts an on-site training program offered to those applicants who have the abilities to do the work but just need the extra training and experience before being hired as a transcriptionist. Also, iMedX, Inc., provides on-site training to students enrolled in local transcription courses. This training is a part of their course curriculum and is required for successful completion.

Employee benefits. iMedX, Inc., offers its employees many benefits found only in much larger corporations, such as, full medical care insurance (including hospitalization, dental, vision, and life insurance), paid holidays and vacations, free training, and advancement opportunities that lead to supervisor positions.

#### **Office Space and Facilities.**

Security is our primary concern. The 10,000 square foot brick building owned by iMedX, Inc., is secured by means of access codes and surveillance cameras, as well as automated alarming via a central station service. iMedX ensures that every necessary precaution is taken to safeguard all information, to include employing only on-site transcriptionists.

iMedX is located in South Point, Ohio, in its own secure 10,000 square foot, single occupancy office building. Entry is through a secure front door opening to a foyer/lobby area. Further access is



not permitted past the lobby without either being an employee or being escorted into the work areas. Security is a key element to our operations, and security training is conducted on a routine basis.

The office entrances are monitored via electronic surveillance, 24 hours a day. The electronic surveillance includes both door/window monitors and motion detectors. When the office is unmanned, which is not the norm, the electronic surveillance system will alert the local sheriff of any unauthorized access, who responds within minutes, and will alert the management/owners, all within 15 seconds of an alarm being activated. Should anyone illegally gain entry, in addition to the silent alerting of the sheriff and others, there is an audible loud, shrill alarm that is immediately triggered.

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

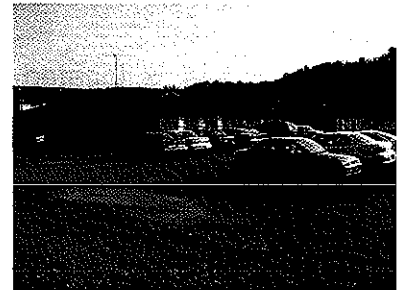
The Ohio State Patrol office is within one mile of the office. The local police office is within two miles of the office. Security checks are performed routinely when the building is not manned.

Additionally, our automation and transcription/dictation equipment are protected through surge and lightening protectors, as well as through the use of an uninterrupted power supply that provides for normal shutting down of equipment should the building power supply be interrupted, an added security measure against loss of data.

Cameras have also been installed throughout the facility to enhance our security functions. The cameras are connected to a 24-hour recorder that records all activity on videocassette tapes.

There has never been a breach of security, physical or otherwise, in iMedX' offices.

The project manager has supervised classified documents control, up to and including top secret documents, for over 15 years in the federal government, as well as supervised automation/computer security. Personnel files are maintained in a locked/secure area. Transcribed reports are mailed as quickly as possible to eliminate access to printed sensitive documents left over from the previous day. Automation systems all have controlled access.



Our system checks and double-checks are set up so as to ensure documents go only where they are intended.

We maintain a 24-hour monitoring system and through use of a remote access system, our technical department assesses the reported problem, and if necessary may make adjustments/repairs on the spot or calls in a local technician, who works in the Ohio office.

The central digital dictation system is maintained in a secure facility in Connecticut, the same facility many hospitals utilize in the Northeast. That facility has the same physical and electronic security measures as are in place in our Ohio facility.

Our Disaster Recovery Plan is attached for your review.

#### Equipment.

We utilize only state-of-the-art equipment, which includes secure connectivity hardware and software. Because of our commitment to provide 24/7 teledictation and



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transcription services to our clients, our systems are the most reliable, not the cheapest available

Service Agreements. iMedX, Inc., has always maintained appropriate service agreements with all of its primary vendors so that we may ensure 24/7 availability to our clients. Additionally, we maintain on-site technical staff qualified in all the major areas who perform equipment maintenance, backup, and service not requiring a manufacturer service tech. We have the in-house ability to load/reload software, test and repair component parts, replace defective parts, and maintain a spare part/spare system inventory. Our equipment will be maintained so as to ensure that any problems are corrected within one working day or less, and this includes the associated software and peripheral systems.

**Pricing.**

iMedX, Inc., hereby submits its pricing on Attachment C to the RFQ, which is attached to this proposal.



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

# Request for Quotation

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

*iMedX, Inc.  
 4 Corporate Dr., Suite 380  
 Shelton, CT 06484*

**INSURANCE COMMISSION**  
  
**1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707**

DATE PRINTED <b>03/03/2011</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-72		
<p><b>OPEN END CONTRACT</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA INSURANCE COMMISSION, IS SOLICITING BIDS FOR TRANSCRIPTION AND DECISION TYPING SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 03/15/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p><b>TRANSCRIPTION SERVICES</b></p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Verdell...</i>	TELEPHONE <b>800-221-0244</b>	DATE <b>4-12-11</b>
TITLE <i>President</i>	FEIN <b>20-5095500</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**INS11010**

PAGE  
**5**

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

VENDOR

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

SHIP TO

INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/03/2011				

BID OPENING DATE: **03/31/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="margin-left: 40px;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: <span style="float: right;">SHELLY MURRAY</span></p> <p>RFQ. NO.: <span style="float: right;">INS11010</span></p> <p>BID OPENING DATE: <span style="float: right;">03/31/2011</span></p> <p>BID OPENING TIME: <span style="float: right;">1:30 PM</span></p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- <b>740-377-4559</b> -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

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2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
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13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**INS11010**

PAGE  
**6**

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

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

**SHIP TO**  
 INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540      304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/03/2011				

BID OPENING DATE: **03/31/2011**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>----- LUTHER (Brad) Runyon -----</i>						
***** THIS IS THE END OF RFQ    INS11010 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
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---

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

# Request for Quotation

RFQ NUMBER  
 INS11010

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*iMedx, Inc*  
*4 Corporate Dr., Suite 380*  
*Shelton, CT 06484*

SHIP TO

INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/30/2011				

BID OPENING DATE: 04/14/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 03/15/2011.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 03/31/2011						
TO : 04/14/2011						
0001	1	LS		961-72		
TRANSCRIPTION SERVICES						
EXHIBIT 10						
REQUISITION NO.: INS11010						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 <i>Robert Shum</i>						
NO. 2 .....						
NO. 3 .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Shum</i>	TELEPHONE 800-221-0249, ext 247	DATE 4-12-11
TITLE President	FEIN 20-5095300	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
 INS11010

PAGE  
 2

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

VENDOR


\*C22112932      800-221-0244  
 IMEDX INC  
 4 CORPORATE DR STE 380  
 SHELTON CT 06484

SHIP TO

INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540      304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/30/2011				

BID OPENING DATE: 04/14/2011      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 4	.....					
NO. 5	.....					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">             SIGNATURE  <i>iMedx, Inc</i>            COMPANY            4-12-11            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p style="text-align: center;">----- END OF ADDENDUM NO. 1 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## **COMPANY SECURITY SYSTEM PROCEDURES**

IMedX protects the privacy and provides for the security of protected health information (PHI) in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated by the U.S. Department of Health and Human Services.

Any information, whether oral or recorded in any form or medium, that (1) is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse, and (2) relates to the past, present or future physical or mental health or condition of an individual, or the past, present, or future payment for the provision of health care to an individual.

### **Employees – How are they trained for HIPAA and do they sign confidentiality agreements?**

1. All staff, including independent contractors, receive education regarding HIPAA and the protection of individually identifiable health information.
  - a. HIPAA training is included in orientation of new staff and/or independent contractors. Each individual signs an attestation form verifying they have received this information.
  - b. All staff, including independent contractors, sign a confidentiality/nondisclosure form.
  - c. All staff, including independent contractors, sign an attestation form verifying they have reviewed appropriate departmental policies and procedures.
  - d. New employees sign an attestation form verifying they have received and reviewed the IMedX Employee Handbook.
2. Ongoing HIPAA education is provided through the following methods.
  - a. Newsletter articles.
  - b. Signs.
  - c. Questions/answers in weekly self-assessment exercises.
  - d. Reminder messages.
  - e. Development of new policies and procedures.
  - f. Presentations.
  - g. Continuing education opportunities within professional organizations.

### **Confidentiality Of Patient Information**

All IMedX Employees sign a confidentiality agreement (see Attachment F). IMedX's Employee Handbook, policy 109, Non-Disclosure, includes the confidentiality of patient information:

*The protection of confidential business information and trade secrets is vital to the interests and the success of IMedX, Inc. Such confidential information includes, but is not limited to, the following examples:*

- *Customer lists*
- *Customer preferences*
- *Dictated medical data*
- *Transcribed medical data*
- *Financial information*
- *Technological data*

## **iMedX Security and Confidentiality**

*Employees who improperly use or disclose trade secrets or confidential information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.*

All employees sign an acknowledgement when they receive the employee handbook that they understand and agree to abide by the policies within the handbook. Failure to abide by iMedX's policies may result in termination.

Per the scope defined, voice files will be retrieved by custom interface to the University of Kentucky's Softmed dictation platform. iMedX acknowledges that any award is contingent upon our successful interface with Softmed, additionally, as a failsafe in the event of emergency, iMedX will also provide direct toll free dialup into iMedX's dictation system.

iMedX utilizes the internet for transfer of data (dictation, ADT, transcription) when available and secured. VPNs and/or our proprietary internet file transfer software using 256 bit encryption and compression are used to insure the security of information. The servers are running anti-virus protection that is continually updated via our anti-virus subscription. Our internet connections are secured using a Cisco firewall appliances.

All dictation is backed up to DLT tape nightly as well as to Iron Mountain's Digital Archiving for off-site, near-real-time backup. DLT tape is stored offsite to enable recovery from a catastrophic disaster. Dictated voice is stored for six (6) months online and thereafter archived for the term of the relationship.

1. Educational materials have been created for informing and training iMedX staff about HIPAA. These include:
  - a. All personnel sign a confidentiality agreement.
  - b. Reports used for random quality assurance review are de-identified for this purpose.
2. Physical security is important for the PHI we protect and for personnel safety.
  - a. After normal business hours office building is locked and access codes are required for entry.
  - b. Office doors are locked after normal business hours and can only be entered with a key or access code.
  - c. PHI is not used in the reception area to avoid any exposure to PHI by unauthorized individuals.
  - d. All discarded PHI is shredded by authorized iMedX employees or bonded shredding vendor.
  - e. Fax machines used for PHI are located in secure areas and are not accessible to unauthorized individuals.
3. Technical security protects our systems and PHI.
  - a. Passwords are required to access our network and database.
  - b. Audit trails report user activity.
  - c. Virus program is routinely updated and system scanned.
  - d. Data backup is routinely performed.
  - e. Encryption is utilized.
  - f. Critical system applications are duplicated to assure uninterrupted operations.
  - g. New users are trained on log-in procedures and password management.

## **iMedX Security and Confidentiality**

All data storage of dictation and transcription information is maintained in our secured and locked data center. The information is stored on Windows and Linux redundant fault-tolerant servers. All dictation and transcribed reports are backed up to DLT tape nightly. DLT tape is stored offsite to enable recovery from a catastrophic disaster. Dictated voice is stored for six (6) months online and thereafter archived for the term of the relationship. In general, all dictation (voice) and transcription is stored / archived for the term of the contract.

4. When an individual calls the iMedX office asking for protected health information (PHI), the iMedX staff member will verify the caller is authorized to receive the information requested in the following manner:
  - a. Confirm the name and staff position of the caller, and confirm the client's name (the covered entity) and its geographic location.
  - b. This contact information will be verified within the client contact database located in Outlook.
  - c. If the contact information cannot be confirmed, the iMedX staff member will do a call-back procedure in order to verify that this individual is at the client's location.
    - i. For the call-back procedure, the iMedX staff member will tell the caller that they will call them back.
    - ii. Then the iMedX staff member will dial the number recorded in our client contact database to call that individual back.
    - iii. If information regarding the caller cannot be confirmed, PHI should not be released.
    - iv. The exception of this would only be on an emergent basis (see below under #2).
  - d. The iMedX staff member will not provide PHI to a third party. Only individuals from the covered entity where the dictation (report) was originated, the dictator and those copied on it, are authorized to receive it.
    - i. The exception of this would only be on an emergent basis (see below under #2).
5. In the case of an emergency, iMedX will support HIPAA's "break the glass" rule by immediately providing the PHI requested in order to assure patient care is not impeded by the delay of providing PHI required on an emergent basis.
  - a. The iMedX staff member will notify iMedX's Compliance Officer in writing of any incident requiring PHI to be provided on an emergent basis.
  - b. iMedX's Compliance Officer will follow up with the covered entity to assure that no inappropriate release of PHI had occurred in responding to the emergent request.

# **iMedX Quality Plan**

## **Medical Transcription Quality Assurance Program**

iMedX's Quality Assurance (QA) Program is set in place to insure the highest quality transcription to our clients and patients we serve. Medical documents are legal documents. This makes the quality of the chart our number one priority. Therefore, our medical transcriptionists are required to maintain an accuracy score of 98%.

The purpose of our QA program is to provide quantifiable, credible, verifiable and measurable results that are designed to enhance the MT's skills and provide an improved product to our current and future clients. Medical transcription is not an exact science, and although technology plays a role in enhancing it, it does not happen solely by any machine. Medical transcription is an interpretation of the spoken medical language. Skills include a generous knowledge of English usage and grammar, understanding of medicine and the medical language, good listening and intuitive skills in capturing not only what was said, but what was meant to be said. MTs must have the ability to stay focused and to concentrate for long periods of time with attention to detail, and possess an eagerness for learning new information as the world of medicine changes every day. A QA program is a valuable educational tool for improving skills. Improved skills means improved performance and productivity, benefiting the MT, iMedX, and the client.

Our medical transcriptionists are encouraged to send their charts in for further review to our quality editors if they have blanks, discrepancies, or questions about the content within a chart. After our QA team has reviewed the chart, the MT will receive feedback through an editing. This report is downloaded to every MT on a daily basis. This is not considered a formal QA program for quantifying and assuring individual quality performance. The formal QA program will have monthly QA reviews performed by designated QA staff. This QA staff may include Team Leaders, Editors, Trainers, or others as appropriately assigned by the Director of MT Development.

On a monthly basis, our MTs are randomly reviewed using the American Association of Medical Transcription Book of Style and iMedX's Style Guide Supplement as a guideline. We will make every effort to assist MTs who are having quality problems by setting goals and working with them. To insure iMedX is producing the highest quality transcription possible, failure to comply with our quality program will result in termination.

### **Required Reference Materials (either electronic or hard copy)**

- AAMT Book of Style, Copyright 1995
- An English dictionary
- A medical dictionary (Stedman's or Dorland's is preferred)
- A laboratory/pathology word book
- A pharmaceutical book (see note below)
- A surgical word book or equipment word book
- An abbreviation, acronym & eponym book

**NOTE:** There are a number of pharmaceutical books (electronic or hard copy) on the market. It is highly recommended that MTs keep this portion of their library updated yearly and have more than one pharmaceutical resource book. Below are some highly recommended resources.

1. Drake & Drake, publisher W.B. Saunders
2. Quick Look Drug Book, publisher Lippincott, Williams & Wilkins
3. Monthly Prescribing Index, publisher Prescribing Reference, Inc.

### **Recommended Reference Materials**

- Current Medical Terminology by HPI or Medical Word Book by W.B. Saunders
- Specialty word books (Lippincott Williams & Wilkins and HPI offer excellent books per medical specialty)
- Medical Phrase Index by PMIC
- A book on laboratory tests that describes the tests with detail as to normal values, what abnormal values may indicate, and specimens required.

### **Publishers & Reference Resource Vendors**

[www.aamt@org.com](http://www.aamt@org.com) American Association for Medical Transcription Book of Style.

[www.amazon.com](http://www.amazon.com). One stop web shopping for many of your reference needs.

[www.saunders.com](http://www.saunders.com) W.B. Saunders Company. Dorland's and other products.

[www.stedmans.com](http://www.stedmans.com) Lippincott Williams & Wilkins. Stedman's and other products.

[www.hpisum.com](http://www.hpisum.com) Health Professions Institute. HPI and other products.

[www.prescribingref.com](http://www.prescribingref.com) Prescribing Reference, Inc. Monthly Prescribing Index.

[www.medicalbookstore.com](http://www.medicalbookstore.com) PMIC. Medical Phrase Index and other products.

**QA Procedure** – Reports are reviewed randomly once per month by designated QA personnel using the Quality Review Report, a copy of which is attached to this manual. Transcription will be proofed to voice, checking for accuracy, proper use of medical terminology, English grammar, spelling, punctuation, syntax, formatting, and patient demographic information. Feedback will be provided for learning and to prevent recurrence of errors. iMedX has a policy that a 98% accuracy rate be maintained, regardless of skill level. Refer to page 3 for a detailed description of the QA procedure.

**QA Improvement Plan:** If quality scores fall below 98%, the QA improvement plan outlines steps to follow in order to allow adequate opportunity for the MT to improve their QA scores. Refer to page 4 for a detailed description of the QA improvement plan.

**iMedX Style Guide Supplement:** In addition to the AAMT Book of Style, iMedX has created a supplement that can be used as a quick reference regarding the style that is preferred by iMedX.

## QUALITY ASSURANCE PROCEDURE

Refer to a sample of a completed Quality Review Report form (attached).

1. Obtain original files sent from the MT.
  - a. Vary days so that the same day is not always selected for this process.
  - b. Randomly select dictators and work types that have not been edited.
2. In order to obtain an appropriate transcription sampling, select a document or documents to equal a minimum of 100 lines or the equivalent of 3-5% of an MT's production for the period being reviewed.
  - a. Select the documents from MTS and paste them into the QA template in Word.
  - b. On the Quality Review Report form indicate the voice file number (or numbers) and record the line count.
3. Proceed with the review and record errors in bold on the electronic version of the documents reviewed and the Quality Review Report. If a major error is discovered during this review, consideration will be given to returning a corrected report to the client. This will be assessed and determined by the Director of Transcription on a case-by-case basis.
4. To calculate an accuracy score of documents reviewed, take the total number of lines transcribed, subtract the total number of quality errors, then divide by the total number of lines.

Example: 150 lines reviewed  
-3 error points  
147/150 = 98%

5. Complete Quality Review Report and route copies accordingly.
6. Review each MT once per month. If the Percentage of Accuracy falls below 98%, refer to the QA Improvement Plan on page 4 for additional required QA procedures.



## QA IMPROVEMENT PLAN

According to IMedX's policies, all MTs shall maintain quality scores of 98% or above.

1. Designated QA staff will conduct a QA audit once per month from random reports with a copy of the Quality Review Report and the corrected chart copy sent to the MT.
  - Refer to the Quality Review Report on page 6 for detailed instructions.
  - The QA staff will select 25% of the MTs to perform QA audits on a weekly basis in order to have all MTs reviewed monthly.
2. The designated QA staff will contact the MT if their accuracy level should fall below 98%.
  - This contact will be in the form of an e-mail to the MT within 1 business day from when the QA audit was performed.
  - The MT, the Team Leader, the Director of Transcription, and the Director of MT Development will receive a copy of the Quality Review Report.
3. When quality scores fall below 98%, the designated QA staff will conduct a random audit of reports for a 3-day period of MT-scheduled workdays.
  - Follow the Quality Assurance Procedure on page 3 for detailed instructions.
4. If the quality score is 98% or above at the end or during the 3-day period of MT- scheduled workdays, the QA audit will be stopped.
  - Contact the MT to report the results of the QA audit.
  - Document this in the employee's personnel record.
  - Send a copy to the Director of Transcription.
5. If the quality score, however, is below 98% at the end of this 3-day period of MT- scheduled workdays, an additional 3-day period of MT-scheduled workdays will be added to the QA audit. The Team Leader will counsel the MT in areas that need improvement by providing additional samples of difficult dictators or complex procedures, and evaluate the need to modify the work types being sent to the MT, or account assignment. Additionally the Team Leader will set goals for the MT and jointly reviewing them on a daily basis. This discussion constitutes a verbal warning by the Team Leader.
  - This discussion should be documented in the MT's record in the form of a typed report dated and signed by the Team Leader with copies sent to the Director of Transcription and the Director of MT Development. This documentation should also recap, as discussed, plans for improvement and an action plan.
  - If the quality score is below 98% at the end of this 3-day period of MT-scheduled workdays, pay will be adjusted accordingly and will not be restored until the QA score is 98% or above.

6. If at this point the QA scores are still below 98%, the MT will be transferred to a lower MT skill level; account, work types and MT pay will be changed to correspond to this reduced level. Per the direction of the Director of Transcription, the Team Leader will provide a written warning to the MT, with copies to the Director of Transcription and the Director of MT Development, documenting the unsatisfactory quality scores. This warning will inform that MT that failure to comply with IMedX's quality standards will result in termination. An additional QA audit will be conducted for a 3-day period of MT-scheduled workdays. The designated QA staff will supply additional samples and instructions for the new account. If at the end of this 3-day period the quality score is 98% or above, per the direction of the Director of Transcription, the Team Leader will provide a plan for the consideration of restoring the MT to the original skill level.
  - Discuss examples of mistakes to explain corrections.
  - Evaluate the client work currently being done by the MT for changing to an account or work type that may be better suited for their skills.
  - Provide a copy of the written warning to the MT and put in the MT's file.
  
7. If at the end of this period the quality score is still below 98%, and after all of the following steps have been accomplished, the MT will be terminated from IMedX.
  - Verbal warning had been earlier performed and documented.
  - Letter of warning had been sent to the MT explaining the consequences of continued low quality scores.
  - Additional audits were performed to offer the opportunity for improvement.
  - All documentation had been placed in the MT's file.
  - Per the direction of the Director of Transcription, the Team Leader will call and send a followup letter to inform the MT that they will be terminated as an employee of IMedX.

## IMedX Quality Review Report

NAME: \_\_\_\_\_ MT ID #: \_\_\_\_\_

DATE: \_\_\_\_\_ QA STAFF: \_\_\_\_\_

### REPORT REVIEW INFORMATION

VOICE FILE(S)	LINES:	REPORT COPY ATTACHED:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
<b>TOTAL LINES REVIEWED:</b>		

Type of Error	Total # Errors	x Value	= Total per Error
Wrong Template		1.00	
Demographics/Carbon Copy		0.50	
Grammar/Punctuation/Error in Capitalization		0.25	
Abbreviation Misuse		0.50	
Major Error in Drug/Lab/Vital Signs		1.00	
Omitted Dictation/Creative Transcription		1.00	
Medical/English/Drug Spelling/Typo		0.50	
Medical/English Word Misuse		1.00	
Inappropriate Macro Usage		1.00	
Blanks/Time Indicator not given (F11)		0.25	
Formatting/Style		0.25	
		<b>TOTAL:</b>	

**To calculate an accuracy score, take the total number of lines reviewed and subtract the total number of quality errors and then divided by the total number of lines.**

**Example:**    150 lines  
                   - 3 error points  
                   147 divided by 150 = 98%

Total # of Lines Minus Errors	Divided by Total Lines	= Total Accuracy Score

**Note:** All questions or comments regarding this QA review should be directed to [quality@iMedX-inc.com](mailto:quality@iMedX-inc.com).



**Disaster Recovery Plan**

**December 2006  
Revised December 2007**

**iMedX Inc.,  
Four Corporate Drive, Suite 380,  
Shelton, CT 06484**

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**DOCUMENT CHANGE HISTORY**

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Modifications made to this plan since the last printing are as follows:

<b>DOCUMENT CHANGE HISTORY</b>				
<b>Plan Version No.</b>	<b>Release Date</b>	<b>Summary of Changes</b>	<b>Section No./ Paragraph No.</b>	<b>Changes Made By</b>
1.0	8.23.06	Final Document Release with Content Changes	Entire Document	Subba
2.0	12.10.07	Disaster Recovery Backups	8.5 Added	Subba

## **1. Introduction**

iMedX recognizing their operational dependency on computer systems, including the Local Area Network (LAN), Database Servers, Internet, Intranet and e-Mail, and the potential loss of revenue and operational control that may occur in the event of a disaster; authorized the preparation, implementation and Maintenance of a comprehensive disaster recovery plan.

### **1.1 Objectives**

The objectives of this plan are:

- To ensure that maximum possible service levels are maintained
- To ensure the life/safety of all iMedX employees throughout the emergency condition, disaster declaration, and recovery process.
- To ensure that we recover from interruptions as quickly as possible
- To minimize the likelihood and impact (risk) of interruptions
- To suspend all non-essential activities until normal and full organization functions have been restored.
- To reduce confusion and misinformation by providing a clearly defined command and control structure.
- Establishing high WAN/Internet connection reliability and fault tolerance.

### **1.2 Principles**

The principles behind this plan are:

- Disaster Recovery is just part of Business Continuity
- Risks are assessed for both probability and business impact

### **1.3 Plan review**

It is iMedX policy to review the Disaster Recovery Plans every two years. The Corporate IT Services Manager is responsible for carrying out the review.

### **1.4 Plan Assumptions**

iMedX's Business Continuity Plan was developed under certain assumptions in order for the plan to address a broad spectrum of disaster scenarios. These assumptions are:

- iMedx's recovery efforts are based on the premise that any resources required for the restoration of critical organization functions will reside outside of the primary facility.
- Any vital records required for recovery can be either retrieved or recreated from an off-site location and moved to the recovery facility within 24 hours.

## **2. Declaration Initiatives**

iMedx's decision process for implementing any of the three levels of recovery strategies to support the restoration of critical organization functions are based on the following declaration initiatives:

- Every reasonable effort has been made to provide critical services to iMedX's customers by first attempting to restore the primary facility and / or operate using intra-day procedures.
- After all reasonable efforts have failed to restore the primary facility, and using manual procedures severely degrades client support, iMedx would invoke a recovery strategy that requires the relocation of personnel and resources to an alternate recovery facility.
- If the outage will clearly extended past the acceptable period of time identified in the Recovery, a declaration of disaster will immediately be made.

## **3. Training and Testing**

The Corporate IT Services Manager is responsible for ensuring that all personnel with responsibilities in this plan are made fully aware of those responsibilities and are capable of carrying them out. Regular tests of the plan will be run every six months. The Disaster Team meets once every six months to review their roles and responsibilities.

## **4. Recovery Strategies**

In order to facilitate a recovery regardless of the type or duration of disaster, iMedX has implemented multiple recovery strategies. These strategies are categorized into three (3) levels. Each level is designed to provide an effective recovery solution equally matched to the duration of the emergency condition.

- **LEVEL 1: SHORT-TERM OUTAGE (RIDE-OUT) – INTRA-DAY**  
A short-term outage is defined as the period of time iMedX does not require computerized operations, or where an outage window of the same day or less would not allow adequate time to restore / utilize automated recovery operations.
- **LEVEL 2: MEDIUM-TERM OUTAGE (TEMPORARY) – UPTO SIX WEEKS**  
A medium-term outage is defined as the period of time that iMedX will execute its formal disaster recovery strategy, which includes actually declaring a disaster. A disaster may either be declared companywide or only for the effected department or building. The decision to declare a disaster will be based on the amount of time / expense that is required to implement the formal recovery and the anticipated impact to iMedX's organization over this period of time.
- **LEVEL 3: LONG-TERM OUTAGE (RELOCATION) – 6 WEEKS OR MORE**  
A long-term outage is defined, as the period of time that iMedX will exceed the allowed occupancy time of its primary recovery strategy. During this phase of recovery iMedX will initiate a physical move of personnel and resources.



## 5. Risk assessment and prevention measures

iMedX Disaster Recovery Plans are based on an understanding of risks to iMedX property, people assets and records. The following table shows the main risks to all iMedX data/Equipment.

Description	Likelihood and Impact	Detection, how will we know it has happened	Immediate Action	Later Action	Effect on Users	Mitigation and Contingency (currently in place)
Single Disk Failure	Medium	Nagios Warning	Replace failed disk in RAID volume.	Order new disks. Have existing disks destroyed.	No effect	Nagios monitoring of RAID volumes. Keep replacements drives available.
Multiple Disk Failure	Low	Nagios Warning	Replace failed disks in RAID volume. Restore from hot backup.	Order new disks. Have existing disks destroyed.	No effect (failover)	Nagios monitoring of RAID volumes. Keep replacements drives available.
Unauthorised modification of content	Low	Periodic Auditing of logs. Monitoring of application	Restore modified content.	Repair security breach. Determine root vulnerability.	Low effect on users.	Determine root vulnerability. Repair vulnerability.
Data loss	Low	Nagios Warning	Restore data from hot or offsite backup.	No later action necessary.	Users will not have access to their data.	Hot and offsite backups in place.
Software failure for each key piece of software used	Medium	Nagios Warning	Update/repair software.	Update/repair software.	Users will not have access to software.	Update software to latest stable version.
Multiple machine failure	Low	Nagios Warning	Repair machine, replace machine with hot backup machine.	Repair machine, replace machine with hot backup machine. Order new hot backup machine.	Low effect (failover). Performance will be compromised.	Monitor machine health with Nagios.
Software failure	Medium	Nagios Warning	Update/repair software.	Update/repair software.	Low effect or no access to software.	Update software to latest stable version.
Capacity overload	Medium/High	Nagios Warning	Bring on additional servers (hot backup servers) (5 hours).	Check power load of new servers. Allocated additional power as part of data center agreement.	Performance degradation.	Monitor capacity with Nagios.
Loss of building through fire, flood etc.	Low	Warning from hosting providers	Move application to backup data center (hot). (5 hours)	Move back to primary data center (when available).	No access to software.	n/a
Local network failure	Low	Nagios Warning	Repair network / replace switches (hot) or move to backup data center. (5-10 hours)	Replace failed hardware.	No access to software.	Hot backup data center in place as well as hot backup switches.
Power failure (generator down at data center)	Low	Nagios Warning, Warning from hosting provider.	Move application to backup data center (hot). (5 hours)	Move back to primary data center (when available).	No access to software.	Hot backup data center in place.
Loss of Internet Connection	Medium	Nagios Warning	Switch to (hot) backup T1 connection. (5 hours)	Switch back to primary T1 once enabled.	No access to software.	Hot backup T1 connection in place.
Human error: accidental deletion, destruction or damage	High	Report from users	Restore data from hot or offsite backup.	Verify the audit logs and event notification	Users will not have access to their data.	Training for records staff in use of software Back up allowing reconstitution of

						deleted electronic records by IT Manager
Other crime: theft, vandalism, arson	Medium	Report from internal/external people	Restore data from hot or offsite backup.	Identify the root cause and report to security team	Users will not have access to their data.	Auditable issue of keys and after hours passes to building
Computer crime: viruses, hackers	Medium	Alert from syslog server	Implement the ACL. Update the os/equipment patches.	Analyze the syslog, server logs	Remove the affected systems from network, Update the latest virus pattern	Firewall in place to protect network Routine testing of computer security measures by IT manager Regular back up of vital records and storage offline

## 5.1 Threat Profile

Hazard:	Profile of Hazard:	First Response:
<b>Freezing Rain</b>	Freezing rain is rain occurring when surface temperatures are below freezing. The moisture falls in liquid form, but freezes upon impact, resulting in a coating of ice glaze on exposed objects. This occurrence may be called an ice storm when a substantial glaze layer accumulates. Ice forming on exposed objects generally ranges from a thin glaze to coatings about an inch thick. A heavy accumulation of ice, especially when accompanied by high winds, devastates trees and transmission lines. Sidewalks, streets and highways become extremely hazardous to pedestrians and motorists. During the winter, citizens should be prepared to shelter themselves at home for several days possibly without power. Local shelters can be opened in areas where power is not affected but transportation to a shelter may be difficult.	<p>Step 1: Monitor weather advisories</p> <p>Step 2: Notify on-site employees</p> <p>Step 3: Call local radio and TV stations to broadcast weather closing information for employees at home</p> <p>Step 4: Place closing sign on all doors</p> <p>Step 5: Arrange for snow and ice removal</p>
<b>Tornadoes</b>	Tornadoes are violent rotating columns of air, which descend from severe thunderstorm cloud systems. They are normally short-lived local storms containing high-speed winds usually rotating in a counter-clockwise direction. These are often observable as a funnel-shaped appendage to a thunderstorm cloud. The funnel is initially composed of nothing more than condensed water vapor. It usually picks up dust and debris, which eventually darkens the entire funnel. A tornado can cause damage even though the funnel does not appear to touch the ground.	<p>Step 1: Monitor weather conditions</p> <p>Step 2: Notify employees of potential of severe weather</p> <p>Step 3: Power off equipment</p> <p>Step 4: Shut off utilities (power and gas)</p> <p>Step 5: Instruct employees to assume protective posture</p> <p>Step 6: Assess damage once storm passes</p> <p>Step 7: Assist affected employees</p>
<b>Floods</b>	In several areas of County, unusually heavy rains may cause "flash" floods. Small creeks, gullies, dry streambeds, ravines, culverts or even low lying round frequently flood quickly. In such situations, people are endangered before any warning can be given.	<p>Step 1: Monitor flood advisories</p> <p>Step 2: Determine flood potential</p> <p>Step 3: Determine employees at risk</p> <p>Step 4: Pre-stage emergency power generating equipment</p> <p>Step 5: Assess damage</p>

<b>Hazard:</b>	<b>Profile of Hazard:</b>	<b>First Response:</b>
<b>Hurricanes</b>	Even though location is not considered a coastal area, hurricanes do affect our area. Hurricane Hugo (1989) devastated most of the Carolinas, as it marched inland some 200 miles.	<ul style="list-style-type: none"> <li>Step 1: Power-off all equipment</li> <li>Step 2: Listen to Hurricane advisories</li> <li>Step 3: Evacuate area, if flooding is possible</li> <li>Step 4: Check gas, water and electrical lines for damage</li> <li>Step 5: Do not use telephones, in the event of severe lightning</li> <li>Step 6: Assess damage</li> </ul>
<b>Earthquakes</b>	An earthquake is the shaking, or trembling, of the earth's crust, caused by underground volcanic forces of breaking and shifting rock beneath the earth's surface. The New Madrid Fault, which runs through the mountains of Tennessee, can/will cause considerable damage in the area, should it become active.	<ul style="list-style-type: none"> <li>Step 1: Shut off utilities</li> <li>Step 2: Evacuate building if necessary</li> <li>Step 3: Account for all personnel</li> <li>Step 4: Determine impact of organization disruption</li> </ul>
<b>Power Failures</b>	Power failures occur in many parts of the county throughout the year. They can be caused by winter storms, lightning or construction equipment digging in the wrong location. For whatever the reason, power outages in a major metropolitan area can severely impact the entire community.	<ul style="list-style-type: none"> <li>Step 1: Wait 5-10 minutes</li> <li>Step 2: Power-off all Servers after soft shut down procedure</li> <li>Step 3: Shut down main circuit located on the bottom floor</li> <li>Step 4: Use emergency phone line to make outgoing phone calls</li> <li>Step 5: Call power company for assessment</li> <li>Step 6: Locate sources of mobile power</li> <li>Step 7: Contact electrical company</li> <li>Step 8: Re-energize building</li> <li>Step 9: Power-on equipment</li> </ul>
<b>Urban Fires</b>	In metropolitan areas, urban fires can, and do, cause hundreds of deaths each year and County is no exception. Even with strict building codes and exceptions, citizens still perish needlessly in fires.	<ul style="list-style-type: none"> <li>Step 1: Attempt to suppress fire in early stages</li> <li>Step 2: Evacuate personnel on alarm, as necessary</li> <li>Step 3: Notify fire department</li> <li>Step 4: Shut off utilities</li> <li>Step 5: Account for all personnel</li> <li>Step 6: Search for missing personnel</li> <li>Step 7: Asses damage</li> </ul>

## 5.2 Recovery Strategy Overview

iMedX's Business Continuity Recovery is based on the organization surviving the loss of facilities and/or key personnel and systems during a disaster.

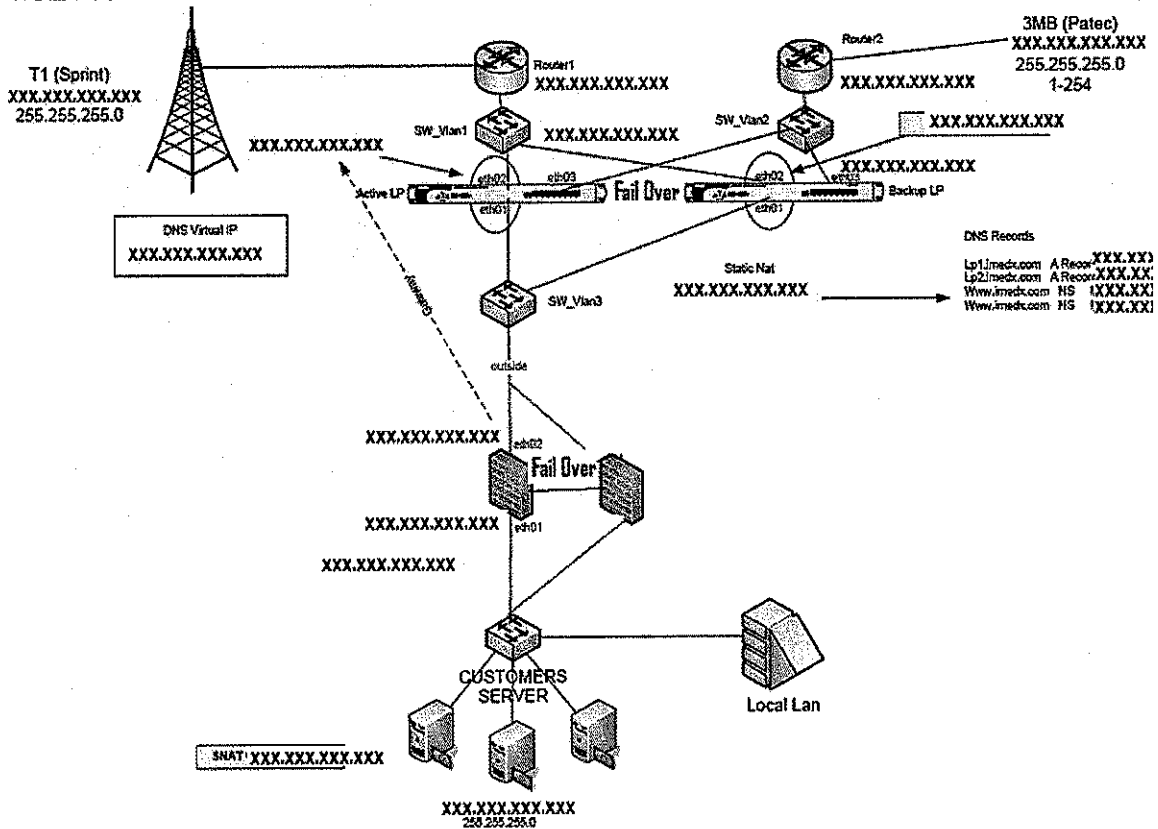
Once iMedX's ERT has determined that a declaration of disaster is required, the following sequence of events will occur:

<b>Steps:</b>	<b>Instruction:</b>
1: Evacuate affected facility.	If the emergency requires an evacuation of employees, execute evacuation plans contained in the Emergency Procedures section.
2: Go to staging area.	Follow building evacuation instructions.
3: Determine length of outage.	Review written and verbal damage assessment reports from facilities and civil authorities and then estimate the amount of time the facility will be uninhabitable.
4: Select disaster level.	Based on the estimated duration of the outage, declare the disaster event as either a L1 (Less than 48hrs.), L2 (48hrs. to 6 weeks), or L3 (6 weeks or longer).
5: Activate alternate facilities.	Contact alternate facilities identified in the Facilities section. Confirm their availability and alert them of estimated arrival time.
6: Release personnel from the staging area.	Once the disaster level has been selected, release all personnel from the staging area to their assigned recovery location. <ul style="list-style-type: none"> <li>• Non-essential personnel – Home</li> <li>• Recovery Site Team – Alternate Facility</li> <li>• End Users – Alternate Facility</li> <li>• Command Center Staff – Alternate Facility</li> <li>• Crisis Management Team – Alternate Facility</li> </ul>
7: RST establish Command Center.	RST personnel are the first to arrive at the alternate facility to setup and organize the command center prior to the arrival of the CMT and support personnel. The following representatives are required at the Command Center within 1-3 hours. <ul style="list-style-type: none"> <li>• Crisis Management Team</li> <li>• Emergency Response Team Lead</li> <li>• Business Restoration Team Lead</li> <li>• Recovery Site Team Lead</li> </ul>
8: Establish situation desk.	At the command center, establish a dedicated line with operator to field all incoming calls. Announce command center phone number to all recovery participants.
9: Review recovery matrix.	Review the Recovery Matrix Section on a department by department basis to determine who is most effected by the disaster. Group departments by recovery resource requirements, time frames, and co-location requirements.
10: Create technology shopping list.	Once the technology requirements of the effected department(s) are known, create a requirements list for the IT support staff.

Steps:	Instruction:
11: Contact quick ship vendors.	Using the vendor quick ship contacts or local sources located in the LAN Restoration section order replacement technology indicated on requirements list.
12: Retrieve electronic/hardeopy vital records,	Retrieve vital records from Iron Mountain or other locations as indicated in the Vital Records section. Have vital records shipped and staged at the alternate facility.
13: Setup replacement LAN.	The priority of Server restoration to support all other Business functions is: <ul style="list-style-type: none"> <li>• Core technology</li> <li>• End-user servers</li> </ul>
14: Activate short-term recovery strategies.	Instruct each department to initiate their short-term recovery strategies. These strategies will be used while the replacement LAN/WAN circuits are implemented.
15: Populate alternate facility.	Once the replacement LAN/WAN is functional, notify the BRT that departments can now begin executing their L2 recovery strategies.

### 5.3 Current Internet Connectivity Model:

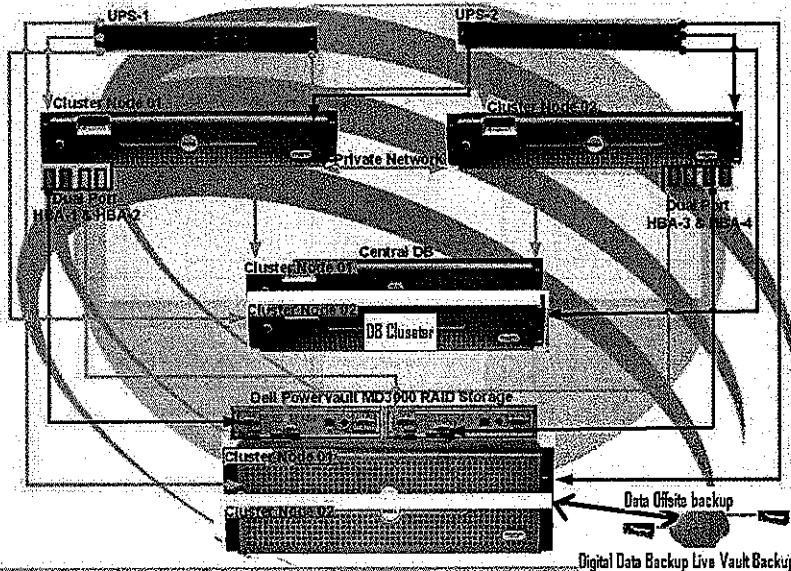
iMedX uses a host of products that ensure the highest level of WAN reliability, redundancy and maximum bandwidth for disaster recovery planning, including data mirroring and remote storage. These products holder of clustering technology which aggregates multiple data lines from separate ISPs and automatic failover of the downed WAN connections.



Note: Due to security we are not keeping the original values.

## 5.4 Current Application Architecture:

Application, DB and storage servers are configured in cluster environment for high availability. Data continuously replicated offsite using Iron Mountain digital method.



## 6. COMMAND CENTER INFORMATION

In the event of a disaster, one of the two locations listed will serve as the command center for coordinating recovery operations. The ASSIST Technical Recovery Team Coordinator will make the decision regarding which site to use. Selection of the command center location is a management decision based on the severity of the disaster.

1. xxx  
1405 County Road 1, South Point, OH
2. xxx  
Four Corporate Drive, Shelton, CT

**Note:** Due to security we are not keeping the original values. This is for bid document once contracted is signed if necessary will provide the original data.

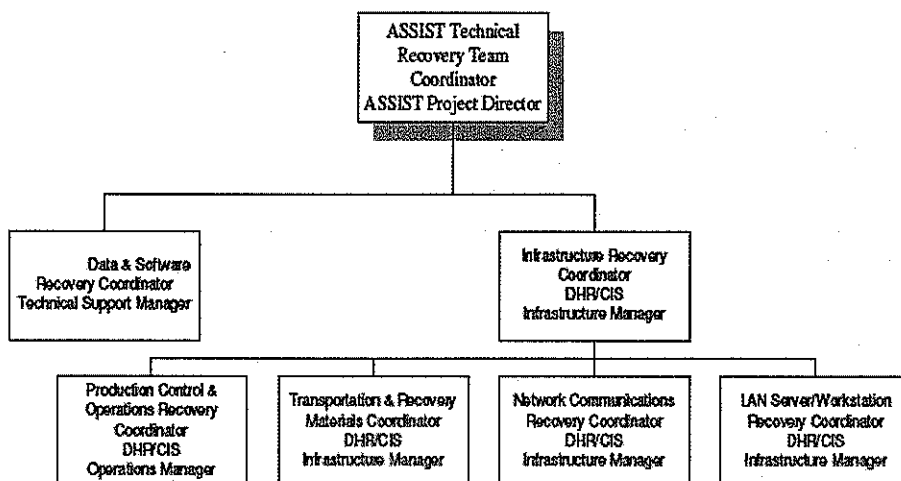
### 6.1 ALTERNATE PROCESSING FACILITIES

We are in process of setting up the alternative data center in xxx location. It is in the implementation phase, targeted for Oct 1, 2009.

### 6.2 ASSIST TECHNICAL RECOVERY TEAM ORGANIZATION

This section of the plan describes the organizational structure and responsibilities of the ASSIST Technical Recovery Team.

In the event of a disaster, the ASSIST Technical Recovery Team's responsibility is to restore ASSIST data processing and ensure ASSIST information processing continuity. For the duration of the disaster, team members' primary duties are as listed herein. Note that these responsibilities may be redirected as mandated by the ASSIST Technical Recovery Team Coordinator. Additionally, members of the Technical Recovery Team are expected to continue performing their normal duties in a diminished capacity until such time that data processing has been restored to the primary processing site.



As part of the maintenance of this document, Technical Recovery Team Coordinator should provide the names and contact information for individuals identified by title. This information should be verified and updated as necessary to keep this information current. The ASSIST Technical Recovery Team Coordinator has responsibility for maintaining this information.

### 6.3 ASSIST TECHNICAL RECOVERY TEAM

This information should be verified and updated by the ASSIST Technical Recovery Team Coordinator on a quarterly basis to assure it's continuing accuracy.

Role	Name	Contact Numbers
<b>ASSIST Technical Recovery Team Coordinator</b>	<b>Assist Project Director</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
<i>Alternate</i>		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
		<b>Cell:</b>
<b>Data &amp; Software Recovery Coordinator</b>	<b>Tech Support Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
<i>Alternate</i>		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
		<b>Cell:</b>
<b>Infrastructure Recovery Coordinator</b>	<b>Infrastructure Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
<i>Alternate</i>		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
		<b>Cell:</b>
<b>Transportation &amp; Recovery Materials Coordinator</b>	<b>HR Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
<i>Alternate</i>		<b>Cell:</b>
		<b>Pager:</b>
		<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>

<b>Production Control &amp; Operations Recovery Coordinator</b>	<b>Operations Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
<i>Alternate</i>		<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
<b>Network Communications Recovery Coordinator</b>	<b>Infrastructure Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
<i>Alternate</i>		<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
<b>LAN/WAN Server &amp; Workstation Recovery Coordinator</b>	<b>Infrastructure Manager</b>	<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>
<i>Alternate</i>		<b>Office:</b>
		<b>Cell:</b>
		<b>Pager:</b>

**Note: Due to security we are not keeping the original values. This is for bid document once contracted is signed if necessary will provide the original data.**

#### **6.4 ASSIST TECHNICAL RECOVERY TEAM COORDINATOR**

The ASSIST Technical Recovery Team Coordinator directs the line functions of the plan and has the following responsibilities:

- Develop and implement a disaster recovery training program
- Develop and implement a comprehensive recovery exercise schedule
- Maintain the ASSIST Disaster Recovery Plan
- Coordinate periodic ASSIST Disaster Recovery Plan exercises for documented disaster recovery.
- Ensure that ASSIST recovery resources are stored at the designated off-site storage facility in accordance with policies
- In the event of a disaster, direct the activities of technical recovery support personnel, materials and equipment through the following coordinators:
  - a) Data and Software Recovery Coordinator
  - b) Infrastructure Recovery Coordinator
- Monitor ASSIST recovery functions and ensure the accuracy and quality of information technology systems being restored
- Review ASSIST recovery schedules to ensure application recovery is completed within the established recovery objectives
- Coordinate restoration of services to the primary site
- Communicate the status of recovery operations to the Director of CISP and/or the DHR Local Administration Team

#### **6.5 DATA AND SOFTWARE RECOVERY COORDINATOR**



Data and Software Recovery Coordinator is accountable for the restoration of ASSIST computer operations to normal, or as close to normal, as possible at the alternate processing facility. The Data and Software Recovery Coordinator will report to the ASSIST Technical Recovery Team Coordinator and has the following responsibilities:

- In the event of a disaster, direct activities of transportation, recovery materials, and operations through the following coordinators:
  - a) Transportation and Recovery Materials Coordinator
  - b) Production Control & Operations Recovery Coordinator
- Communicate with data center technical support staff to establish availability of the alternate processing facility
- Transfer of all necessary materials from off-site storage locations to the recovery site
- Restore, install, and test the required ASSIST software and data on the recovery system
- Restore production control and normal daily computer operations of ASSIST
- Perform the required restoration tasks in accordance with direction from the ASSIST Technical Recovery Team Coordinator for recovery of services at the primary site
- Communicate the status of recovery to the ASSIST Technical Recovery Team Coordinator

#### **6.6 INFRASTRUCTURE RECOVERY COORDINATOR**

The Infrastructure Recovery Coordinator is accountable for the restoration of Network Communications, LAN/WAN Server(s), and workstation(s). The Infrastructure Recovery Coordinator will report to the ASSIST Technical Recovery Team Coordinator and has the following responsibilities:

- In the event of a disaster, direct activities of network communications, servers and workstation recovery through the following coordinators:
  - a) Network Communications Recovery Coordinator
  - b) LAN/WAN Server and Workstation Recovery Coordinator
- Coordinate communication with data center technical support staff and telecommunications teams to establish network connectivity to the alternate processing facility from all DHR county sites affected by the disaster
- Coordinate restoration and configuration of DB Server(s)
- Coordinate restoration and configuration of servers
- Coordinate restoration and configuration of workstations
- Communicate the status of recovery to the ASSIST Technical Recovery Team Coordinator
- Perform the required restoration tasks in accordance with direction from the ASSIST Technical Recovery Team Coordinator for recovery of services at the primary site

#### **6.7 TRANSPORTATION AND RECOVERY MATERIALS COORDINATOR**

The Transportation and Recovery Materials Coordinator is accountable for the inventory and transportation of recovery resources to the alternate processing facility

as needed to restore data processing. The Transportation and Recovery Materials Coordinator will report to the Data and Software Recovery Coordinator and Infrastructure Recovery Coordinator for the duration of the disaster.

The responsibilities of the Transportation and Recovery Materials Coordinator include the following:

- Transport recovery material from the off-site storage locations to the alternate site in accordance with the requirements of the alternate site
- Transport material and personnel to the alternate site in accordance with recovery procedures as required
- Maintain current directions to and from the off-site storage location and the alternate processing site
- Transport materials and personnel to the primary site
- Perform periodic inventory inspections of the off-site storage locations to validate materials in storage are compliant with the inventory lists
- Organize the transported material (e.g., backup, reports, manuals, documentation) at the alternate site
- Ensure that backup are transported to and from the off-site storage vaults in accordance with the backup cart rotation schedules for the duration of the disaster
- Perform required restoration tasks relative to recovery material in accordance with direction from the Data and Software Recovery Coordinator when the contingency requirement no longer exists
- Communicate status of recovery to the Data and Software Recovery Coordinator and Infrastructure Recovery Coordinator

#### **6.8 PRODUCTION CONTROL AND OPERATIONS RECOVERY COORDINATOR**

The Production Control and Operations Recovery Coordinator is accountable for restoration of ASSIST Operations and Production Control at the alternate processing facility. The Production Control and Operations Recovery Coordinator will report to the Data & Software Recovery Coordinator and Infrastructure Recovery Coordinator for the duration of the disaster.

The responsibilities of the Production Control and Operations Recovery Coordinator include the following:

- Communicate ASSIST availability and status to the end user and site specific coordinators
- Support ASSIST processing requirements at the alternate site on a seven day, 24 hours basis
- Supervise computer operators and production control personnel
- Ensure ASSIST is compatible with the systems software at the primary site in accordance with the requirements of the Data & Software Recovery Coordinator during restoration of services to the primary site
- Communicate status of recovery to Data and Software Recovery Coordinator and Infrastructure Recovery Coordinator

#### **6.9 NETWORK COMMUNICATIONS RECOVERY COORDINATOR**

The Network Communications Recovery Coordinator is accountable for the

restoration of communications between the ASSIST Client workstations, LAN Servers and network at the alternate processing facility. The Network Communications Recovery Coordinator will report to the Infrastructure Recovery Coordinator for the duration of the disaster.

The responsibilities of the Network Communications Recovery Coordinator include the following:

- Communicate with data center technical support staff and telecommunications teams to establish network connectivity to the alternate processing facility from all DHR county sites affected by the disaster
- Install Windows NT/2K3 DB server hardware according to specifications.
- Restore and/or configure DB Server(s) to operational status
- Work with data center technical support to reestablish network communications from the primary processing site to all effected DHR county sites
- Verify the final communications configuration functionality during contingency operations and restoration of service to the primary site
- Communicate status of recovery to the Infrastructure Recovery Coordinator

#### **6.10 LAN/WAN SERVER AND WORKSTATION RECOVERY COORDINATOR**

The LAN Server/Workstation Recovery Coordinator is accountable for the restoration of the ASSIST Client software and functionality. The LAN Server/Workstation Recovery Coordinator will report to the Infrastructure Recovery Coordinator for the duration of the disaster.

The responsibilities of the LAN Server/Workstation Recovery Coordinator include the following:

- Restore and/or configure the ASSIST file servers
- Install and configure desktop workstation hardware according to specifications
- Install the ASSIST software on both file servers and desktop workstations
- Provide end user technical support for LAN Servers and desktop workstations
- Communicate recovery status to the Infrastructure Recovery Coordinator

#### **7. DISASTER DECLARATION**

When a disaster strikes, damage must be assessed immediately to ensure that the proper course of action is taken. An emergency may range in severity from a power outage to an entire building being destroyed. It is necessary to have clear guidelines to determine the appropriate response based on the severity of the situation.

This section of the plan identifies the personnel authorized to declare a disaster, sets forth the criteria for disaster declaration, and provides an outline for making the decision to declare a disaster.

##### **7.1 DISASTER DECLARATION AUTHORITY**

The following list of individuals is authorized to declare a disaster and invoke the recovery response procedures put forth by this document. The individuals with this

authority are listed in order of the chain of command. In the unfortunate event that any one of these individuals has been incapacitated, the next level will assume that person's authority for the declaration of a disaster.

- 1) DHR Commissioner or (CSTeam President)
- 2) DHR County Director or (Sales President)
- 3) DHR Operations/IT (Head R&D)
- 4) ASSIST Technical Recovery Team Coordinator or (IT Head)

## **7.2 DAMAGE ASSESSMENT GUIDELINES**

The ASSIST Technical Recovery Team Coordinator or alternate should use the following forms to assess the damage and the severity of the situation.

- Damage Assessment Checklist form (see Appendix A.1)
- Preliminary Assessment Checklist form (see Appendix A.2)

## **7.3 DISASTER DECLARATION CRITERIA**

Upon completion of the damage assessment, if the estimated downtime is expected to exceed 48 hours, then a disaster should be declared and this plan activated.

## **7.4 DISASTER RECOVERY PLAN ACTIVATION**

Once the decision has been made to declare a disaster and activate this plan, the ASSIST Technical Recovery Team Coordinator must then complete the Disaster Recovery Plan Activation Checklist as defined in Appendix A.3 in order to initiate recovery team response procedures.

## **8. RECOVERY TEAM RESPONSE PROCEDURES**

This section of the plan documents the procedures for each of the ASSIST Technical Recovery Team Coordinators or their alternate to follow after a disaster has been declared. These procedures address each coordinator's area of responsibility, and are designed to provide step by step instructions for resource recovery response.

### **8.1 DATA AND SOFTWARE RECOVERY PROCEDURES**

- 1) Establish contact with Data Center Technical Support to ascertain the following:
  - Is the Operating System available for use?
  - Is the DB system with catalog restored available for use?
  - Is DB Connections available for use?
- 2) Contact the Transportation and Recovery Materials Coordinator to ensure that offsite data backups and documentation are available for use at the alternate processing facility.
- 3) Identify the required backup (latest version)
- 4) Restore ASSIST Data using the most current available SDLT/Digital vault backups as described in Section 5 and Appendix E (Disaster Recovery Jobs) of this plan:  
Contact the Network Communications Recovery Coordinator and verify connectivity to the database.
- 5) If last backup was before nightly processing, then repeat nightly processing jobs.  
If last backup was after nightly processing, then repeat on-line activity, if necessary.

6) Communicate availability and status of data recovery to the ASSIST Technical Recovery Team Coordinator.

## **8.2 LAN/WAN SERVER AND WORKSTATION RECOVERY PROCEDURES**

- 1) Establish contact with the DHR Equipment Team
- 2) Acquire file server equipment according to ASSIST hardware specifications as documented in Appendix A.3
- 3) Complete the physical configuration for file server machines and LAN/WAN
- 4) Install Operating system using installation materials available. Ensure that licenses are unique to the server being restored, as duplicate licenses can cause unpredictable results.
- 5) Install Backup Exec software using installation materials available.
- 6) Ensure that the ASSIST Client software has been successfully restored and/or installed on the file server.
- 7) Restore all server data from the most current available backups.
- 8) Verify that the ASSIST Client software distribution program and/or process are operational.
- 9) Communicate availability and status of Server recovery to the ASSIST Technical Recovery Team Coordinator.

## **8.3 ASSIST DESKTOP WORKSTATION RECOVERY PROCEDURES**

- 1) Establish contact with the DHR Equipment Team
- 2) Complete the physical configuration of desktop workstations being restored
- 3) Install workstation Operating System
- 4) Complete the software configuration of desktop workstations being restored
- 5) Establish workstation communication to network
- 6) Verify that the ASSIST software distribution process is functional and that the ASSIST client software gets installed during initial server sign-on
- 7) Communicate availability and status of workstation recovery to the ASSIST Technical Recovery Team Coordinator

## **8.4 NETWORK COMMUNICATIONS RECOVERY PROCEDURES**

- 1) Establish contact with the DHR Equipment Team
- 2) Physical configuration for Windows NT/2K3/ DB servers.
- 3) Verify connectivity between the ASSIST workstations and the DB servers.
- 4) Contact the Software and Data Recovery Coordinator and establish connectivity to the database.
- 5) Communicate availability and status of network communications recovery to the ASSIST Technical Recovery Team Coordinator.

## 8.5 DISASTER RECOVERY BACKUPS

**Daily** –Incremental backup of all the servers are performed on the media earmarked for daily backup.

**Weekly** - Every week full backup is performed in Tuesday, Friday & Sunday.

There are total Ten tapes were labeled with the below format, each working day one media is used for backup in the orderly manner. On the very beginning new month the first media (i.e. Labeled as iMedXW01D01) is used for backup. **The backup media should be not be reused more than 20 times.**

iMedXW01D01	- First Week of daily backup contains Sunday, Monday and Tuesday
iMedXW01D02	- First Week of daily backup contains Wednesday, Thursday and Friday
iMedXW02D03	- Second Week of daily backup contains Saturday, Sunday and Tuesday
iMedXW02D04	- Second Week of daily backup contains Wednesday, Thursday and Friday
iMedXW03D05	- Third Week of daily backup contains Saturday, Monday and Tuesday
iMedXW03D06	- Third Week of daily backup contains Wednesday, Thursday and Friday
iMedXW04D07	- First Week of daily backup contains Saturday, Monday and Tuesday
iMedXW04D08	- First Week of daily backup contains Wednesday, Thursday and Friday

**Monthly** - Full backup of all the servers are performed on the media earmarked for monthly backup. There are twelve backup media, labeled with the below format. Every last working day of the month one media is used for backup in the orderly manner. On end of the six month, the first media (i.e. Labeled as iMedXM01D01) is used for backup. However, the M06D12 media is retained as a permanent half year backup.

iMedXM01D01	- <b>First month backup contains January Full Backup</b>
iMedXM01D02	- First month backup contains January Full backup and February Full Backup
iMedXM02D03	- Second Month February Full backup
iMedXM02D04	- Second Month March Full backup and February
iMedXM03D05	- Third Month March Full backup
iMedXM03D06	- Third Month April Full backup and March full backup
iMedXM04D07	- Fourth Month April Full backup
iMedXM04D08	- Fourth Month April Full backup and May full backup
iMedXM05D09	- Fifth Month May Full backup

iMedXM05D10	- Fifth Month May Full backup and April full backup
iMedXM06D11	- Sixth Month June Full backup
IMEDXM06D12	- Sixth Month April Full backup and June full backup

For disaster recovery purpose we were keeping the one month full backup tape externally in either CTO/MD handover.

Soft backup – Soft Backup of all the critical data like source code & VSS data is taken, the data from the critical servers are copied onto other servers twice a day to ensure faster recovery and intermediate backups. Two scheduled times are allocated for soft backups. One in the after noon around 1.00PM every day and the other in the night around 8.00PM.

End of the every fourth day we were overwriting the soft backup. For redundancy purpose we were keeping the soft backups in different servers.

Most of the critical data is scheduled daily and weekly on Iron mountain digital backup system. Internally data was stored on Iron mountain digital vault system and as well as data stored off site livevault system. In case of failure we can restore the data from local vault system and as well as from remote vault system.

## 9. RESTORATION OF SERVICES AT PRIMARY SITE

This section of the plan identifies the procedures required to restore ASSIST data processing to the primary processing facility. The activities performed when returning to the primary site are similar to the activities performed when moving the data processing from the primary site to the alternate site. The first step in returning to the primary site is to gather the interested parties for a restoration of services meeting. This meeting should be the forum for determining the specific actions that need to be taken and the assignment of responsibilities. The sample meeting agenda is included in this document in A.3.

NOTE: It is possible that when service is restored, the primary site may be at a different location than the original primary processing site. In such an instance, restoration planning must also consider specifics related to the new (primary) site.

### 9.1 POST-CONTINGENCY ASSESSMENT REPORT AND EVALUATION

A post-contingency status report must be prepared by the ASSIST Technical Recovery Team Coordinator and presented to the Local Administration Team after normal processing has resumed. Following their independent review, the Local Administration Team staff should meet with the ASSIST Technical Recovery Team Coordinator to evaluate the report's findings.

It is important to stress information concerning sections of this plan that need revision. While not an exception report, areas requiring change should receive the most attention. The report should include these topics:

- 1) Adequacy of the Disaster Recovery Plan.
  - All subjects of the plan must be covered.

- Was recovery realized within the specified time?
  - Were the plan content and the ease of use adequate?
- 2) Efficiency of the Technical Recovery Team.
  - 3) An analysis of team performance as a group and by individual members. Efficiency in performance and adequacy of results are the key ingredients in the analysis.
  - 4) Effectiveness of the alternate site and recovery resources.
  - 5) Included in this analysis must be the following questions:
    - Was the alternate site accessible?
    - Did the alternate site provide adequate computing resources for normal processing?
    - Was there any contention for equipment?
    - Was the operating environment stable?
    - Was adequate technical support provided?
  - 6) Compliance with service level agreements by all parties. The key questions to address are the following:
    - Did agreements result in required services being provided in accordance with agreed to rates and conditions?
    - Were any non-contracted or not-agreed-to services required?
  - 7) Effect of the disaster on system development or application modification projects.
  - 8) List all systems in development or major revision that were affected by the disaster. Itemize any scheduling or deadline changes now required and describe the reasons for the changes.
  - 9) Recommended changes to the Disaster Recovery Plan.

## **APPENDIX A – CHECKLISTS**

The following checklists are included in this document:

A.1 – Damage Assessment Checklist



- A.2 – Preliminary Assessment Checklist
- A.3 – Disaster Recovery Plan Activation Checklist
- A.4 – Restoration of Services Meeting Agenda
- A.5 – Assist Disaster Recovery Plan Change Approval Form
- A.6 - Vendors Contact List
- A.7 - MANAGEMENT NOTIFICATION CHECKLIST

**A.1 – DAMAGE ASSESSMENT CHECKLIST**

	Action	Status	Comments
1	Identify what caused the outage and determine the extent of the damage to information technology resources using the Preliminary Assessment Checklist on the following page.		
2	Identify how long the problem has existed		
3	Summarize corrective measures already taken.		

4	Estimate the time required for recovery.		
5	Estimate the level of data processing that can be maintained using the alternate processing facility and its effect on: <ul style="list-style-type: none"> <li>•Normal Daily operations</li> <li>•Delivery of services</li> <li>•Online Response time</li> <li>•Computing and Communications capacity</li> </ul>		
6	Prepare and submit recommendations for corrective action.		
7	Ensure that individuals with recovery team assignments identified in Section 2 of this plan are notified and accounted for. <ul style="list-style-type: none"> <li>•Data and Software Recovery Coordinator</li> <li>•Transportation and Recovery Materials Coordinator</li> <li>•Production Control and Operations Recovery Coordinator</li> <li>•Network Communications Recovery Coordinator</li> <li>•LAN Server/Workstation Recovery Coordinator</li> <li>•Support Personnel Coordinator</li> </ul>		
8	Communicate status of the situation to the Local Administration Team.		

**A.2 – PRELIMINARY ASSESSMENT CHECKLIST**

Resource	Questions	Comments
Power	Is power off?	
	If so, for how long?	
	When will you regain power?	
	Are all power sources affected?	
	If not, which power sources are affected?	
	What will be the quality and reliability of power when it is regained?	

Hardware	Was the hardware shut down normally or was it a hard crash?	
	Which units, if any, are functioning?	
	How quickly can replacement units and/or parts be available?	
	Is a vendor/supplier involved?	
Software	Which software is affected?	
	How does the problem affect processing?	
	What corrective measures are being taken	
Data	What data is lost and how easily can it be recovered?	
	How critical is the data?	
	What is the source of the data?	
Personnel	Personnel What is the current level of staffing relative to the needs of the emergency situation?	
	What is their physical and mental condition?	
	Are special arrangements needed?	
	Are special arrangements being planned?	

**A.3 – DISASTER RECOVERY PLAN ACTIVATION CHECKLIST**

	Action	Status	Comments
1.	Identify an available location for use as a command center.		
2.	Initiate contact of Technical Recovery Team personnel and inform them of the situation.		
3.	Contact the alternate processing facility to inform staff there that a disaster has been declared. Determine alternate site availability and any scheduling or prioritization issues.		
4.	Contact the DHR Local Disaster Recovery Plan's Local Administration Team Leader or the highest ranking DHR official and provide information regarding the emergency situation, the steps that have been taken thus far.		

#### **A.4 – RESTORATION OF SERVICES MEETING AGENDA**

**Subject:** Restoration of ASSIST Data Processing to Primary Processing Facility

**Meeting Date:**

**Attendees:**

**Items for Discussion:**

- Determine current processing points and status of data files
- Technical team coordinators' reports
- Lessons learned during restoration to the alternate processing site
- Errors and/or problems encountered during disaster recovery to be avoided during restoration to the primary site
- Report on how successful processing has been at the alternate site
- Draft schedules for accommodating the move back to the primary site
- Review ASSIST Technical Recovery Team assignments
- Review the off-site storage inventories to verify required resources are available

**Additional Discussion:**

#### **A.5 – ASSIST DISASTER RECOVERY PLAN CHANGE APPROVAL FORM**

<b>Author:</b>	<b>Phone Number:</b>
<b>Date:</b>	<b>Version:</b>



No					
1	1 Data T1 Line				
2	2 Voice PRI T1s & 2 Data T1				
3	Phone System/PBX				
4	Data/Voice Cabling, Power Supply				
5	Office Building Company				
6	AC				
7	Mover's				
8	ACT Support				
9	MySQL Enterprise Support				
10	Internet Loadbalancer Support				

**Note: Due to security we are not keeping the original values. This is for bid document once contracted is signed if necessary will provide the original data.**

**A.7 - MANAGEMENT NOTIFICATION CHECKLIST**

This checklist will be used by the BCP Coordinator when notifying the Management Team and by the Management Team when notifying Recovery Team Leaders.

**1. Obtain initial damage assessment from Damage Assessment Team Leader and relay information to appropriate recovery team personnel.**

**2. Provide information on the staging area (e.g., time and place to report):**

**3. Primary phone number for the Management Team:**

**4. Provide information on the condition of the CDC Headquarters building/Computer Center (e.g., habitable, inhabitable):**



# State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees of Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: iMedx, Inc.  
Date: 4-12-11

Signed: [Signature]  
Title: VP-Government Contracts

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

RFQ No. INS11010

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: iMedX, Inc.

Authorized Signature: *Venkat Shraw* Date: 4-12-11

State of Ohio

County of Lawrence, to-wit:

Taken, subscribed, and sworn to before me this 12<sup>th</sup> day of April, 2011

My Commission expires September 28<sup>th</sup>, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

**Attachment B****CERTIFICATION OF UNDERSTANDING  
MANDATORY REQUIREMENTS**

1. All transcripts will be formatted/typed in the exact manner detailed in the RFQ.
2. Toll free lines will be provided for receipt of dictation from Office of Judges employees located in Charleston, Beckley and Fairmont, West Virginia. This system must be compatible with the Dictaphone Enterprise System equipment owned by the Office of Judges.  
  
A sufficient number of lines will be available in place to accommodate all employees dictating simultaneously.
3. Hearing transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in the format specified in the RFQ.
4. In the event telephone communication or other electronic means are unavailable, vendor shall transcribe decision orders from cassette tapes. If required these tapes will be picked up daily at the Office of Judges offices located at One Players Club Drive, Charleston, WV.
5. Vendor shall be able to electronically mail decisions/transcripts to the agency. System used to transmit electronically must provide absolute security of the documents content and format.
6. Vendor must accommodate the requirements of the Office of Judges to prioritize work and comply with special requests regarding the order in which dictations are transcribed.
7. Vendor must provide the agency with a magnetic storage disc (such as compact disc) of all the previous months transcriptions within ten days of the end of each month.
8. Vendor agrees to maintain strict confidentiality and security of dictation system, cassettes and all transcripts.

***I certify that I have read and understand the requirement of this request by signing this certification; I agree that the terms outlined in the request for quotations are non-negotiable and must be met or the contract may be cancelled.***

Vendor Name: \_\_\_\_\_

iMedX, Inc.

Representative: \_\_\_\_\_

LUTHER RUNYON, VP-Government Contracts

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

4-12-11

Attachment C

INS11010  
COST PROPOSAL

Transcribing Hearings from Digital Voice Files

\$1.15 PER PG.

Transcribing Hearing from Cassette Tapes

\$1.15 PER PG.

Transcribing Telephone Dictation

\$2.99 PER PG.


TOTAL

\$5.29 —

Award will be based upon the total cost.

Vendor Name: i Medix, Inc.

Representative: LOTHER RUYON VP-Government Contracts

Signature: 

Date: 4-12-11