



Proposal to Provide Medical
Transcription Services to:

WV Rehabilitation Services

August 31, 2011

MedScribe Information Systems
800 Sea Gate Drive, Suite 101
Naples, FL 34103
(800) 329-1601

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STATE DIVISION
OFFICE OF WV

August 31, 2011

It is with pleasure that **MedScribe** submits this proposal to provide a medical transcription solution to **WV Rehabilitation Services**. MedScribe is confident that our comprehensive solution, which provides a unique blend of leading edge technology combined with quality transcription production and total workflow management, will provide considerable value to your current health information environment.

MedScribe's goal is to become a highly-valued business partner for WV Rehabilitation Services. To reach this goal, we propose to provide significant value in all key aspects of the medical transcription solution. Key areas of value include:

1. **Dictation:** Provide full digital dictation capabilities, with phone and/or handheld dictation options.
2. **Production:** Support WV Rehabilitation Services with a highly-skilled, U.S. based medical transcription team. The team will be dedicated to WV Rehabilitation Services, and supported by a back-up team to ensure consistent service delivery.
3. **Report Delivery:** Deliver completed reports as required by WV Rehabilitation Services, with options including: Systematic (HL7) upload to health information system; network printing; auto-faxing; and web-access distribution.
4. **Document Management:** Provide software licenses for WV Rehabilitation Services physicians and staff to utilize the MedScribe proprietary transcription platform document management system. The proprietary transcription platform provides real-time monitoring of jobs and reports; report search and edit; distribution; management reporting; and electronic signature.
5. **Turnaround Time:** Consistent, fast turnaround time of reports, based on WV Rehabilitation Services requirements. Turnaround time will be contractually guaranteed.
6. **Quality:** High quality reports, reviewed and monitored based on industry standards. Deployment of a *Total Quality* program to ensure quality throughout the solution.
7. **Service:** WV Rehabilitation Services will be assigned an experienced, industry-credentialed account manager to serve as the direct service contact. The account manager is supported by an operations and technical service team, available to customers 24/7/365.
8. **Cost Structure:** Best in industry pricing, to support WV Rehabilitation Services cost containment goals. All aspects of the solution – dictation, implementation, training, technology tools - are included in the production (character or line) price. Billing will be conducted based on industry standards, transparent and easily verifiable.

GENERAL TERMS FOR SERVICES AGREEMENT

Effective Date:	To be Determined.
Term:	3 years from effective date
Technology:	MedScribe will provide digital dictation capabilities; systems integration; and a document management application.
Implementation:	MedScribe will assign resources required to implement and fully stabilize the solution WV Rehabilitation Services will provide required resources and access to support implementation.
Service & Support:	MedScribe will provide 24/7/365 service and technical support to WV Rehabilitation Services, managed through a designated account manager.
Turnaround Time:	Defined in proposal.
Pricing:	\$0.1445 per 75 Character Net Line
Implementation Fee:	None.
Software Licensing Fee:	None.
Acceptance:	This proposal is valid for 90 days from listed effective date. Upon agreement of the terms herein, a formal contract will be presented for signature.

MEDSCRIBE OVERVIEW

At, MedScribe, our vision is "to be the most respected medical transcription services brand in health care." The pursuit of this vision drives our continuous efforts towards delivering the highest level of value to our customers. Founded in 1992 by current CEO John Langley, MedScribe provides comprehensive medical transcription solutions to health care providers including hospitals, physician groups and specialty clinics.

While the company has grown to servicing more than 70 health care facilities, across the U.S., we proudly maintain the personal service levels that have driven much of our success. Our current client list includes Community Health Systems - the largest publicly traded hospital system in the United States - as well as ProMedica Health Systems.

MedScribe is headquartered in Naples, Florida with additional service, technology and data center operations in Jacksonville, Florida.

TECHNOLOGY

MedScribe dictation and transcription technology provides considerable flexibility and stability while supporting high performance levels.

DICTIONATION

MedScribe utilizes a proprietary transcription platform for dictation and voice capture. Dictating physicians can dictate by phone, stations, digital voice recorders and/or PC dictation. Once dictated, voice files are available to client via the Proprietary transcription platform system.

MedScribe can provide to WV Rehabilitation Services a dedicated dictation system. We also provide the option of transferring voice files from existing in-house equipment.

TRANSCRIPTION

MedScribe's proprietary transcription platform is a secure, HIPAA compliant software and web-based document management system that enables high performance transcription production and provides a suite of management tools for MedScribe customers. Proprietary transcription platform integrates voice, production and management capabilities, providing the ability for MedScribe and our customers to manage the entire transcription cycle.

Specific capabilities of Proprietary transcription platform include:

- Client/Server database design
- Easy system deployment
- Accepts real time HL7 ADT interface transactions
- Demographics interface from other systems
- Voice system integration
- High performance transcription production tools
- Quality assurance monitoring
- Organize and track work by production status
- Flexible report distribution: system upload, web, fax, print
- Comprehensive management reporting
- Electronic signature

SPEECH RECOGNITION (SR)

MedScribe utilizes speech recognition through a technology partner, MModal.

Back-end Speech Recognition: The SR system enables users to dictate at their normal pace into a phone, PC microphone or handheld device; the SR engine generates a draft report to be edited by a transcriptionist.

Front-End Speech Recognition: Using this construct, the physicians dictate, and within two seconds are able to view a draft report. The physician then has the option of editing the report, or submitting to a transcriptionist for completion.

SYSTEM DEMOGRAPHICS

Our Demographic (A/D/T) inbound interfacing via HL7 or custom formats allows demographic fields to be filled in automatically, helping to speed up data entry and eliminate errors. Orders inbound interfacing via HL7 or custom formats for transcription of ancillary reports (e.g. Radiology, Cardiology, etc).

PROCESS MANAGEMENT

Proprietary transcription platform provides an array of tools to allow our client's to manage the entire transcription process. Available, real time, on-demand reports include:

- | | |
|--------------------------|--------------------------------|
| ➤ Dictated Files | ➤ Reports Delivered |
| ➤ Reports in QA | ➤ E-Signature Status |
| ➤ Turnaround Time | ➤ Billing and Invoicing |
| ➤ QA Results | |

Report Search									
File	Report	Options	JOB#	STATUS	CHKOUTBY	PRI	QUEUE	SITE	ORIG JOB#
New Search (F1)			1-1	DELIVERED				TEST	9999
Refresh (F2)			203202	DELIVERED				1045	204020
Clear List (F3)			2058	DELIVERED				1045	215268
Exit			2761	NO DICTATION			ADTMISMATCH	1051	
c = checked-out m = modified report			2737	DELIVERED				1051	
			3875-1	DELIVERED				1051	
			4305	DELIVERED				1044	999999
			5158	DELIVERED				1044	333190
			5174-1	DELIVERED				1044	333220
			5169	DELIVERED				1044	333209
			5570	DELIVERED				1044	333974
			5899-1	DELIVERED				1044	334486
			6103	DELIVERED				1044	334727
			123457	DELIVERED				1048	123457
			6967-1	DELIVERED				1048	1098157
			6971	DELIVERED				1044	335760
			7631-2	DELIVERED				1048	
			7631-3	DELIVERED				1048	
			7631-4	DELIVERED				1048	
			10065	DELIVERED				1083	945178
			10066	DELIVERED				1083	945180
			10074	DELIVERED				1083	945186
			12255	DELIVERED				1044	340996
			13038	NO DICTATION				1044	341531
			13135	DELIVERED				1083	959623

Monitor status of jobs and reports

MTURNTYPE_03/20/08 Printed 08/25/2009		Site Turnaround by Report Type					Produce real time TAT reports	
Date Range:	08/01/2009 to 08/25/2009	Report Type	Priority	Reports	Average Turnaround	Goal (Hours)	Goal Met	Goal %
Site:	1102 to 1102	CARDIAC	Non-Stat	23	3.0	12.0	23	100.0%
			Total:	23	3.0	12.0	23	100.0%
		CN	Non-Stat	92	3.2	12.0	90	97.8%
			Stat	1	0.4	2.0	1	100.0%
			Total:	93	3.2	2.0	91	97.8%
		DEATH	Non-Stat	1	20.6	24.0	1	100.0%
			Total:	1	20.6	24.0	1	100.0%
		DS	Non-Stat	610	6.8	24.0	608	99.7%
			Total:	610	6.8	24.0	608	99.7%

REPORT DELIVERY

Completed reports can be delivered via system upload (to client's HIS/EMR); web access (via Proprietary transcription platform); Auto-Faxing; and Printing. Distribution rules and processes are established based on client's unique needs.

HL7 transactions are sent and received via socket-to-socket, or via a common file server directory. MedScribe has been successful 100% of the time in developing report delivery interfaces into any HIM system currently on the market including EPIC, Meditech, HMS, CPSI, Cerner, GE, McKesson and several EHR systems. If required, MedScribe will work with WV Rehabilitation Services staff to develop a suitable interface enabling upload of completed reports to its health information system.

EQUIPMENT SAFETY & MAINTENANCE:

MedScribe Data Center was built in 2001 to withstand Category 5 hurricane conditions. This building is completely secure and exceeds HIPAA compliant environment requirements with 24 hour electronic surveillance monitoring, 30 KW power generator & UPS, four separate T-1's, parallel long-distance service providers. MedScribe employees certified computer technicians and support staff to maintain all our equipment on a 24 x 7 schedule. In addition, MedScribe purchases extended warranty contracts and repair service contracts for all our processing computer systems as well as our Digital Dictation System.

HIPAA & HITECH COMPLIANCE

MedScribe recognizes the significant changes that the HIPAA and HITECH regulations present to the health care industry, and most importantly, to our clients. MedScribe is committed to continue helping our customers maintain HIPAA and HITECH compliance. To this end, MedScribe utilizes several controls and processes to ensure compliance.

- All employees undergo mandatory HIPAA training
- All employees sign Confidentiality Agreement
- Full electronic audit trail for every voice file and transcript produced
- Encryption for all data transferred
- Secure log-in and access controls over document system
- Restricted access to physical office; security systems in place

SERVICE

MedScribe provides its services 24 hours per day, 365 days per year. WV Rehabilitation Services management and staff will have 24/7/365 access to the MedScribe service team. Additionally, a MedScribe Client Services Manager will serve as the direct management level contact for WV Rehabilitation Services.

For service items, the client contacts our service team by phone or email. Based on the inquiry, we immediately set-up a service ticket. The service team ensures that the item is actively addressed and the client is kept informed during the process, through to resolution.

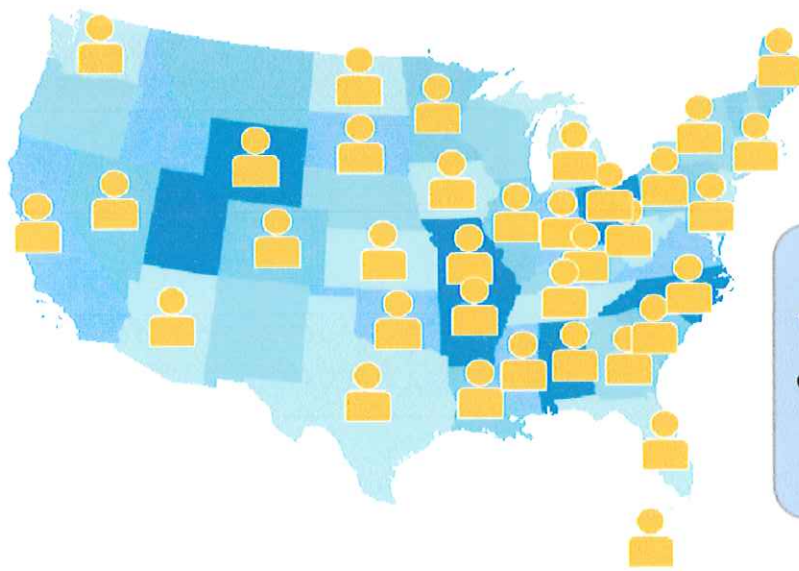
TRANSCRIPTION PRODUCTION

TRANSCRIPTIONISTS

MedScribe employs over 270 U.S. based transcriptionists (MTs). MTs must possess a minimum five years experience in the specific area of work they are assigned. Additionally, MTs must pass our internal transcription proficiency exam. Testing includes terminology, speed, punctuation, grammar, proof-reading and editing capabilities. Scoring is performed based on AHDI guidelines. New MT hires must also complete an internal company training program, which includes one-on-one training with an MT Supervisor/Trainer.

STAFFING PLAN

WV Rehabilitation Services will be assigned a dedicated, U.S. based MT team to produce their transcription reports. A back-up team will also be assigned to ensure consistent coverage and adherence to turnaround time requirements.



Our transcriptionists work from home, producing reports directly on our secure ChartNet™ system. We employ transcriptionists in 37 different states in the U.S.

SYSTEMS & TOOLS

Our Proprietary transcription platform system provides a highly productive and efficient environment for our MTs. Production tools such as medical dictionary, spell-checker and word-expander are integrated within the production workstation. Work is auto-assigned to the designated MT and team based on the client location, work type and even specific dictating physician.

TURNAROUND TIME

TURNAROUND TIME (TAT) GUARANTEE

Turnaround Time

Delivering fast turnaround (TAT) of completed reports is a critical factor in providing a high value medical transcription solution for our customers. Our ability to consistently quickly deliver reports to customers supports their goals in providing quality patient care as well as successful revenue cycle management. To ensure TAT standards are maintained, MedScribe employs key processes including: Effective Staffing; Technology; Work Prioritization; Technology; and Accountability.

MedScribe will contractually – and financially - guarantee TAT standards.

The following TAT schedule is proposed for WV Rehabilitation Services. We are open to adjusting TAT as needed to meet your requirements.

Work Type	Turn Around Time
All Reports	Less than 24 Hours

QUALITY

Achieving quality requires a commitment from everyone in our company – from our CEO to our front-line service team. The mission: to deliver consistently high quality results for our customers and strive for continuous quality improvement.

MedScribe employs a “Total Quality” program, which involves building and maintaining quality-supporting processes throughout the entire transcription system.



- 1. Voice File Quality:** Physician training/in-service
- 2. Advanced Work Pooling:** Skill-based work assignment
- 3. Experienced, Skilled MTs:** Production and quality tools
- 4. Integrated Editing:** Comprehensive feedback
- 5. Proven Interface Protocols:** Distribution monitoring
- 6. Retrospective Audits:** Shared results

Quality in Production

Once hired, a new MT undergoes thorough training under the guidance of an MT Supervisor. The MT must achieve a minimum 98.5% score, based on Association for Healthcare Documentation Integrity (AHDI) standards; the MT must maintain these standards once placed live on an account. MedScribe provides ongoing training, feedback and support to help MTs continuously improve skills.

Integrated Editing Support

MedScribe MTs are fully supported by full-time editors. Based on established quality criteria, reports are automatically routed to editors for review and correction. MTs are also encouraged to route reports to editors when there is a question or discrepancy.

New Customer Implementation

By following a structured new customer implementation process, we set a strong foundation to deliver a quality solution. Our process includes:

1. Needs Assessment/Discovery
2. Project Planning
3. Go-Live and Account Management

Auditing and Continuous Improvement

MedScribe conducts ongoing comprehensive quality audits, and shares the results with customers. The results are used to provide corrective feedback to MTs and identify overall improvement opportunities.

ADT (Demographic) Matching

Our highly accurate ADT matching system is critical to ensuring high quality documents. Based on our thorough set-up procedures, our system is able to auto-match over 80% of demographic data. The remainder is reviewed and updated by our MTs, using system reference tools.

IMPLEMENTATION

Upon contracting, MedScribe will initiate the implementation process. We approach the implementation in three stages:

- 1) Needs Assessment/Discovery: Onsite meeting with key staff to discuss management requirements, workflow and process improvement, interfaces, document templates, special instructions and physician lists.
- 2) Project Planning: Development of a customized, detailed project plan, including key tasks, deliverables and timeline. The project plan is continuously updated and distributed.
- 3) Implementation and Account Management: Dedicated team including project manager, transcription manager, client services staff and IT manager, collaborate with client team to implement the transcription solution. Regular calls and meetings are conducted to track progress of plan and ensure timeline is met.

The implementation project is lead by an experienced, credentialed MedScribe Client Services Manager. This person is supported by a cross-functional team consisting of technology, operations and servicing staff. The implementation project is not considered complete until transcription operations are fully normalized.

PRICING

Pricing Rates for WV Rehabilitation Services:

Transcribed Documents \$0.1445 per 75 Character Net Line

MedScribe's billing methods are completely verifiable and auditable by the client. Through our proprietary transcription platform system, our clients run on-demand invoices that provide them billing counts and pricing down to the individual report level.

MedScribe's billing is generated twice monthly.



Billing Detail Report (Characters, No names) (D101)

Report Date: 04/01/2009
 To Date: 04/28/2009
 From Site: MedScribe Medical Center TEST
 Sort: None

Job #	MO	Account	Type	Docno	Provider Name	MT	Trans Date	Chars	Amount
68578	M001478855	V0000027877	CP	LOGJA	LOGING JAMES	1140	01/15/09	3554	\$7.11
68566	M001071517	V00000280114	HP	PAYSAL	PAYSNGER AL	1161	01/01/09	2051	\$4.10
68573	M001616230	V00000280016	DS	WHITE	WHITE REBECC	1145	01/01/09	1605	\$3.21
68572	M001043642	V00000279004	INSTR	BRAD TH	BRADBERRY TH	1143	01/01/09	2077	\$4.15
68576	M001209490	V00000278664	TRANS	BRAD TH	BRADBERRY TH	1139	01/01/09	2267	\$4.53
68574	M001165151	V00000280294	HP	BERNMI	BERNARDO MIC	1145	01/01/09	3785	\$7.57
68577	M001620485	V00000280109	HP	BERNMI	BERNARDO MIC	1143	01/01/09	6134	\$12.27
68578	M001634663	V00000280115	HP	HUNT CO	HUNT COBLEY	1143	01/01/09	6134	\$4.59
68579	M001241114	V00000280037	TRANS	PAYSAL					\$4.82
68582	M001286842	V00000276189	TRANS	HUNT					\$7.57
68581	M001331941	V00000278962	TRANS	HUNT					\$7.57

MedScribe customers can produce on-demand billing reports, providing detail down to the individual report level.

<p>Acuity Specialty Hospital of Ohio Valley Stebenville, OH Michelle Hayden, Director HIM (740) 283-7815 mhayden@acuityhealthcare.net</p>	<p>West Virginia University Physicians of Charleston Charleston, WV Rachael Trout, Administrator (304) 347-1254 rtrout@hsc.wvu.edu</p>	<p>Holzer Medical Center ----- Gallapolis, OH Chella Price, Director HIM (740) 446-5694 cprice@holzer.org</p>
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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
DRS120032

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

MedScribe Information Systems
800 Sea Gate Dr., Suite 101
Naples, FL 34102
800 329-1601

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2011				

BID OPENING DATE: **08/31/2011** BID OPENING TIME **01:30PM**

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

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 and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

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'



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

Request for Quotation

RFQ NUMBER
DRS120032

PAGE
4

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENWAL ONLY.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for Quotation

RFQ NUMBER
DRS120032

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2011				

BID OPENING DATE: 08/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						
BUYER:				SHELLY MURRAY		
RFQ. NO.:				DRS120032		
BID OPENING DATE:				08/31/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (239) 643-0098 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY): Meredith Morris						

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'

**REQUEST FOR QUOTE
DRS120032**

Part 1 GENERAL INFORMATION

1.1 Purpose:

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

1.2 Project:

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

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

1.3 Inquiries:

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

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

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

1.4 Vendor Registration:

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

1.5 Oral Statements and Commitments:

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

specifications file by an official written addendum are binding.

1.6 Addenda:

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

1.7 Independent Price Determination:

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

1.8 Price Quotations:

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

1.9 Public Record:

1.9.1 Submissions are Public Record.

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

1.9.2 Written Release of Information.

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

1.9.3 Risk of Disclosure.

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

1.10 Schedule of Events:

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

1.11 Purchasing Affidavit:

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the quote.

1.12 Award:

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

PART 2 Locations:

2.1 The West Virginia Disability Determination Services has two locations

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

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

The Administrative Offices are located at the Charleston address.

2.2 Transcription will be performed in a safe secured site.

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

Clarksburg Office
Paul Oliverio
Professional Relations
304-624-0323

Part 3 Specifications:

3.1 General Requirements:

a. Provide sufficient telephone lines to enable CE sources toll-free access to dictating equipment. The DDS will refer any medical providers that perform consultative exams who wish to utilize the transcription service.

b. Provide accurate typed reports within 48 hours of dictation to consultative exam source.

c. Provide invoices at least bimonthly.

d. All transcription is to be performed in a safe secured site. All transcription is to be performed within the United States, District of Columbia, U.S. Virgin Island, Guam, or Puerto Rico.

3.2 Scope of Work:

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.7

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

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

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

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

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

3.2.9 Type CE reports using standard type on 8 ½ x 11 bond paper. The top, bottom, and side

margins shall be no more than 1 1/4" on all transcribed reports. A line is defined as follows: the Microsoft Word total character count with spaces per document divided by 75 will equal the billable lines for the document. Should the resulting billable lines not be an even number, that number will be rounded up. For instance a document with 5882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document. The DDS will count the lines and pay according to the DDS's count not the vendor's line count.

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

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

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

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

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

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

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

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

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

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

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

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

3.3 General Terms and Conditions

3.3.1 Record Disclosure: Confidential Information:

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

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

3.3.2 Facility Security:

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

3.3.3 Special Terms & Conditions:

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

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

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

3.3.5 Enforcement & Recommendations:

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

3.3.6 Conflict of Interest:

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

3.3.7 Prohibition Against Gratuities:

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

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

3.3.8 Certifications Related to Lobbying:

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

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

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

3.3.9 Vendor Relationship:

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

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

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

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

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

3.3.10 Indemnification:

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

3.3.11 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.3.12 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.3.13 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

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

3.3.14 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.3.15 Contract Termination:

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.3.16 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective

date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

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

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

3.3.17 Invoices, Progress Payments, & Retainage:

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

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

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

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

3.3.18 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

3.3.19 Quantities:

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

**DRS120032
BID SHEET**

All inclusive per line cost.....\$ 0.1445

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 exceed 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: MedScribe Information Systems, Inc.

Authorized Signature: Meredith Marz Date: Aug. 23, 2011

State of Florida

County of Collier, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: MedScribe Info. Systems Signed: Meredith Mann

Date: Aug. 23, 2011 Title: New Business Specialist

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