



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

SpectraMedi
 6562 Ridings Road
 Syracuse, NY 13206

SHIP TO

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

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

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

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SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-558-8505 DATE: 8/24/11

TITLE: President FEIN: 22-3495572 ADDRESS CHANGES TO BE NOTED ABOVE

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



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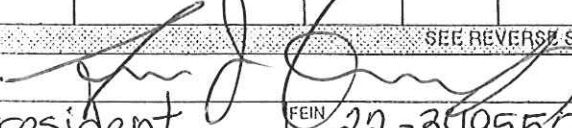
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<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE 315-362-8505 DATE 8/24/11
 TITLE President FEIN 22-3495572 ADDRESS CHANGES TO BE NOTED ABOVE



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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

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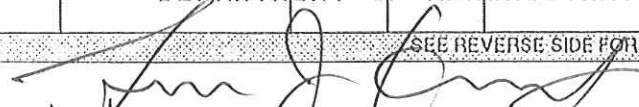
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<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: **315-362-8505** DATE: **8/24/11**

TITLE: **President** FEIN: **22-3495572** ADDRESS CHANGES TO BE NOTED ABOVE

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	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID					
	BUYER: SHELLY MURRAY					
	RFQ. NO.: DRS120032					
	BID OPENING DATE: 08/31/2011					
	BID OPENING TIME: 1:30 PM					
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>315-457-5125</u>					
	CONTACT PERSON (PLEASE PRINT CLEARLY): <u>Frank Kunumpurath</u>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	315-362-8505	8/24/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	22-3495572	

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REQUEST FOR QUOTE
DRS120032

Part 1 GENERAL INFORMATION

1.1 **Purpose:**

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

1.2 **Project:**

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

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

1.3 **Inquiries:**

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

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

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

1.4 **Vendor Registration:**

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

1.5 **Oral Statements and Commitments:**

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

specifications file by an official written addendum are binding.

1.6 Addenda:

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

1.7 Independent Price Determination:

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

1.8 Price Quotations:

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

1.9 Public Record:

1.9.1 Submissions are Public Record.

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

1.9.2 Written Release of Information.

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

1.9.3 Risk of Disclosure.

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

1.10 Schedule of Events:

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

1.11 Purchasing Affidavit:

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

1.12 Award:

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

PART 2 Locations:

2.1 The West Virginia Disability Determination Services has two locations

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

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

The Administrative Offices are located at the Charleston address.

2.2 Transcription will be performed in a safe secured site.

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

Clarksburg Office
Paul Oliverio
Professional Relations
304-624-0323

Part 3 Specifications:

3.1 General Requirements:

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

3.2 Scope of Work:

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

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

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

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

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

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

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

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

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

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

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

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

- Need access to an Internet Browser that supports 128 bit encryption.
- 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.
- 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.
- 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.
- 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.
- 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.....\$ 12.4¢

RFQ No. _____

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: SpectraMed

Authorized Signature: [Signature] Date: 8/24/11

State of New York

County of Onondaga, to-wit:

Taken, subscribed, and sworn to before me this 24th day of August, 2011.

My Commission expires October 9, 2011.

AFFIX SEAL HERE

BRENDA BOYCE
NOTARY PUBLIC
STATE OF NEW YORK
No. 01B06175198
Qualified in Orange County
Commission Expires October 9, 2011

NOTARY PUBLIC Brenda Boyce

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy and Security Rules, including the HITECH Act.

a. Breach shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

b. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.

c. Electronic Health Record shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

d. Electronic Protected Health Information means Protected Health Information that is transmitted by Electronic Media (as defined in the Security and Privacy Rule) or maintained in Electronic Media.

e. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, as amended.

f. **Personal Health Record** shall mean an electronic record of identifiable health information on an individual that can be drawn from multiple sources and that is managed, shared and controlled by or primarily for the individual.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 164.501, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

i. **Security Rule** means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations shall apply to Associate of Agency in the same manner that such sections apply to the Agency.

j. **Unsecured PHR Identifiable Health Information** is information that is not protected through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the HITECH Act.

k. **Vendor of Personal Health Records** shall mean an entity, other than a covered entity, that offers or maintains a personal health record.

2. PHI Disclosures; Permitted Uses.

a. **PHI Described.** PHI disclosed by the Agency to the Associate, PHI created by the Associate on behalf of the Agency, and PHI received by the Associate from a third party on behalf of the Agency are disclosable under this Addendum. The disclosable PHI is limited to the minimum necessary to complete the tasks, or to provide the services, associated with the terms of the original Agreement.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency.

3. Obligations of Associate.

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate will refrain from receiving any remuneration in exchange for any individual's PHI, unless Agency gives written approval, and the exchange is pursuant to a valid authorization (that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual), or satisfies one of the exceptions enumerated in Section 13405(e)(2) of the HITECH Act. Associate will refrain from marketing activities that would violate HIPAA, specifically Section 13406 of the HITECH Act. Associate will report to Agency

any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. Safeguards. The Associate will use appropriate safeguards to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

(i) Limitation of the groups of its employees or agents, otherwise known as workforce members, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary;

(ii) Appropriate notification and training of its employees or agents to whom the PHI will be disclosed in order to protect the PHI from unauthorized disclosure;

(iii) Maintenance of a comprehensive written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations.

d. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

(i) **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

(ii) **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

(iii) **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §§ 164.528 and 164.316. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;

- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

(iv) **Request for Restriction.** Under the direction of the Agency, abide by any Individual's request to restrict the disclosure of PHI consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522.

g. Retention of PHI. Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. Agents, Subcontractors Compliance. The Associate will ensure that any of its agents, including any subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder.

i. Amendments. The Associate shall make available to the specific Individual to whom it applies any PHI; make such PHI available for amendment; and make available the PHI required to provide an accounting of disclosures, all to the extent required by 45 CFR §§ 164.524, 164.526, and 164.528 respectively.

j. Federal Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504.

k. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required. Except with respect to Associate owned devices or equipment, if Associate chooses not to adopt such methodologies as defined in 74 FR 19006 based on its Security Risk Analysis, Associate shall document such rationale and submit it to the Agency.

l. Notification of Breach. During the term of this Agreement, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the Office of Technology immediately by telephone call plus e-mail, web form or fax upon the discovery of Breach of security of PHI, where the use or disclosure is not provided for by this Addendum of which it becomes aware, if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person; or within 24 hours by e-mail or fax of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency contract manager at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at <mailto:incident@wv.gov>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency contract manager, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) What data elements were involved and the extent of the data

involved in the Breach; (b) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (c) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

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

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

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

4. Addendum Administration.

a. Duties at Termination. Upon any termination of the underlying Agreement, if feasible, the Associate shall return or destroy all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

b. Termination for Cause. Agency may terminate the underlying Agreement if at any time it determines that the Associate has violated a material term of the Agreement or this Addendum. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material Breach before termination.

c. Judicial or Administrative Proceedings. The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

d. Survival. The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

a. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option.

b. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an Individual must be held confidential and is also the property of Agency.

c. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an Individual must not be transmitted to another party by electronic or other means for additional uses not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. No Sales. Reports or data containing the PHI may not be sold without Agency's or the affected Individual's written consent.

e. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. Amendment. The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. Additional Terms and Conditions. Additional discretionary terms may be included in the release order or change order process.

Form - WVBAA-012004
Amended 07-2010

APPROVED AS TO FORM THIS 2nd
DAY OF August, 2010

DARRELL V. MCGRAW, JR.
ATTORNEY GENERAL

By: Dawn Wayfield
DEPUTY ATTORNEY GENERAL

Arnot Medical Services
Nancy Kujawski, RN
Manager, Medical Records
Elmira, NY.
Ph: 607-737-4506
Fax: 607-737-7700

I have been using SpectraMedi for 90% my transcription needs since 2002. Initially, I was concerned about the technology they were offering so I had only a few of my doctors use their service. They won my confidence in technology, turnaround time, and quality of transcription in weeks. Now, all my providers dictate with SpectraMedi through their EasyVoice system placed inside our system room. SpectraMedi makes use of our ADT feed and returns all transcription through the HL7 interface to MYSIS EMR. SpectraMedi have been extremely responsive to respond to any concerns or issues.

They administer EasyVoice remotely from their office. If you are looking for a good, reliable transcription company, I recommend SpectraMedi.

Orthopedic and Neurology Specialists

Glenda Stella

Manager, Medical Records

Greenwich, CT

Phone: 203-869-1145, Ext. 522

Fax: 203-983-6760

E-mail: gstella@onsmd.com

Orthopaedic and Neurology Specialists has been a client of SpectraMedi since August, 2000. Our 25 providers use SpectraMedi's EasyVoice phone-in dictation system to send voice files for transcription and find this comfortable and simple to use. By making a phone call, the voice files on each patient are automatically sent to SpectraMedi for processing with no additional steps needed. Our patient appointment schedules are automatically uploaded through EasyLink with no extra effort on our part beyond saving the information into a folder in our computer system. The automation offered by SpectraMedi means less time spent handling patient information and more time spent with patients.

We would definitely recommend SpectraMedi as a reliable company providing quality services.

Shore Gastroenterology Associates
Barbara Carney
Administrator
Oakhurst, NJ.
Ph: 732-517-0060
Fax: 732-517-8589

Our consultation practice requires hundreds of letters and follow-up notes to be dictated, transcribed, mailed or faxed every day. There are many companies which can transcribe these reports and deliver them in electronic form to our office. I wanted a company that allows me to e-sign all the reports and letters and automatically fax my letters to referring doctors' offices. I love SpectraMedi's EMR and auto faxing capability. This is what I use and I am very pleased with their service. I can easily find any reports in the EMR from anywhere, fax or email them again as and when needed. Also, for our consult practice, patient paper charts are mostly of consulting notes and letters. By using SpectraMedi's transcription service, I now have an Electronic Medical Record, which made my patient chart 75% paperless. And the best part is, I did not invest a penny for an EMR system since it is part of SpectraMedi's service offering. I recommend SpectraMedi's transcription service and also their EMR solution. They save me time and money every day.

The Eye & Ear Clinic of Wenatchee
Ed Taylor
Administrator
Wenatchee, WA
Ph. 509-662-7143

The Eye & Ear Clinic of Wenatchee has seven physicians, one optometrist, and two audiologists, all of whom dictate notes. We interviewed several transcription services by phone and selected SpectraMedi (in 2002). The reason we picked them and continue with them is due to their willingness to listen to our needs, help us through the inevitable fear of change, and their responsiveness to quickly and professionally address any issues we encounter with the inevitable phone or computer problems. Training new transcriptionists takes a third of the time it used to require. Due to their desire to be competitive, they proactively contacted us and lowered our fees, without us initiating a request or threatening to leave. I would be happy to discuss our relationship with SpectraMedi with any potential practice that wishes to receive additional information.