



SARGENT'S TRANSCRIPTION SERVICE, INC

210 Main Street
Johnstown, PA 15901

Primary Contact:
Jesper P. Nielsen
210 Main Street
Johnstown, PA 15901
Phone: (814) 536-8908
Fax: (814) 539-7579
E-mail: jnielsen@sargents.com

Technical Response to solicitation WEH13008
Medical Transcription Services to Be Supplied To Welch
Community Hospital, Welch, WV.

RECEIVED

2012 NOV -1 AM 9:55

WV PURCHASING
DIVISION



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

WEH13008 Dictation/Transcription Services
COST PROPOSAL

Estimated Quantity of Lines of Transcription*	Description of Service	Cost Per Line (65 text characters entered)**	Total Cost
300,000	Transcription Reports provided within 24 hours	\$ <u>0.0925</u>	\$ <u>27,750.00</u>
40,000	Discharge Summaries provided within 48 hours	\$ <u>0.0925</u>	\$ <u>3,700.00</u>
50,000	STAT Reports provided within 90 minutes	\$ <u>0.0925</u>	\$ <u>4,625.00</u>
60,000	H & P Reports	\$ <u>0.0925</u>	\$ <u>5,550.00</u>
Grand Total			\$ <u>41,625.00</u>

Contract will be awarded to the lowest responsible vendor meeting all specifications. Vendor must provide all dictation and transcription services for the quoted price per line.

*Estimated # of Lines of Transcription services is only an estimate and is neither a guarantee of a minimum nor maximum quantity to be purchased during the life of this contract. Actual usage volumes will be dependent upon the facility's requirements.

**A line of transcription is defined as 65 text characters entered.

Sara Ann Sargent President
Name of Authorized Representative Title

Sara Ann Sargent 10/31/12
Vendor Signature Date

210 Main Street, Johnstown, PA 15901
Vendor Address

210 Main Street, Johnstown, PA 15901
Vendor Remit to Address

814-536-8908 814-539-7579 sally@sargents.com
Telephone Fax E-mail

CERTIFICATION AND SIGNATURE PAGE

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

Sargent's Transcription Service, Inc.

(Company)

Sara Ann Sargent

(Authorized Signature)

Sara Ann Sargent, President

(Representative Name, Title)

814-536-8908 814-539-7579

(Phone Number)

(Fax Number)

10/31/12

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Sargent's Transcription Service, Inc.
Company

Shirley Sargent
Authorized Signature

10/31/12
Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sargent's Transcription Services, Inc.

Authorized Signature: [Signature] Date: 10/31/12

State of Pennsylvania

County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 31st day of October, 2012.

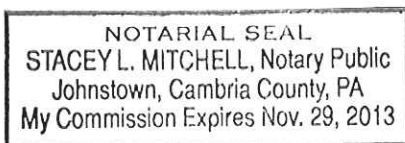
My Commission expires November 29, 2013

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Stacey L. Mitchell]

Purchasing Affidavit (Revised 07/01/2012)



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.

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

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

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

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

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

Bidder: Sargent's Transcription Svc. Inc. Signed: [Signature]
Date: 10/31/12 Title: President



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

Solicitation

NUMBER
WEH13008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED
10/18/2012

BID OPENING DATE:

10/23/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				1. TO PROVIDE PRE-BID SIGN IN SHEETS FROM THE MANDATORY PRE-BID MEETING.		
				2. TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
				3. TO PROVIDE SAMPLE REPORTS AS A RESPONSE TO QUESTION NO. 8		
				4. TO PROVIDE A REVISED COST SHEET.		
				5. TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 01		

SIGNATURE <i>J. R. Nish</i>	TELEPHONE 814-536-8908	DATE 10/31/12
TITLE Director of Strategic Planning	FEIN 25-1813235	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WEH13008

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To provide pre-bid sign in sheets.
2. To provide answers to questions received.
3. To provide sample reports in response to question #8
4. To provide a revised cost sheet
5. To provide addendum acknowledgment.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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ATTACHMENT A

VV E T 1 2008

SIGN IN SHEET

Page 1 of 3

Request for Proposal No.

PLEASE PRINT

Date: 10-10-2012

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Bureau of Office Services</u> Rep: <u>Christine Weisbrodt</u> Email Address: <u>christup@bureauhq.com</u>	<u>115270 Jackson St</u> <u>Burr Ridge, IL 60527</u>	PHONE <u>630-323-2600</u> TOLL FREE <u>1-800-5-BUREAU</u> FAX <u>630-521-4177</u>
Company: <u>SeaScript, Inc</u> Rep: <u>Brandon Phillips</u> Email Address: <u>bphillips@seascript.com</u>	<u>2444 Wilshire Blvd</u> <u>Ste 280</u> <u>Santa Monica, CA 90403</u>	PHONE <u>310-570-2052</u> TOLL FREE <u>800-909-9950</u> FAX <u>310 526 8497</u>
Company: <u>TRANSCRIPTION South Inc</u> Rep: <u>JOHN CARDINAL</u> Email Address: <u>JK@tsouth.com</u>	<u>13555 Automobile Blvd</u> <u>Suite 530</u> <u>CLEARWATER FL 33762</u>	PHONE <u>800 630 4733</u> TOLL FREE FAX <u>800 630 4735</u>
Company: <u>M3 Medical</u> Rep: <u>Sean Kirby</u> Email Address: <u>SKirby@m3medical.us</u>	<u>8420 W. Bryn Mawr #620</u> <u>Chicago, IL 60601</u>	PHONE <u>773 775 2800</u> TOLL FREE FAX <u>773 775 2800</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL _____ FREE _____ FAX _____



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SIGN IN SHEET

Page 2 of 3

Request for Proposal No.

PLEASE PRINT

Date: 10-10-12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Diskriter Inc</u> Rep: <u>Jon Gabster</u> Email Address: <u>JGABSTER@DISKRITER.COM</u>	<u>3257 W. Liberty Ave</u> <u>Pittsburgh, PA 15216</u>	PHONE <u>412-377-9700 ext 317</u> TOLL FREE <u>800-242-1622</u> FAX <u>412-306-6618</u>
Company: <u>iMedx, Inc</u> Rep: <u>LUTHER (Brad) Runyon</u> Email Address: <u>brunyon@imedx.com</u>	<u>4 Corporate Dr. Suite 380</u> <u>Shelton CT 06484</u>	PHONE <u>203-332-7060</u> TOLL FREE <u>800-221-0244 x 247</u> FAX <u>740646-6680</u>
Company: <u>Dee Johnson & Associates</u> Rep: <u>Rafal Modzelewski</u> Email Address: <u>jhubbard@pjats.com</u>	<u>755 W. BIG BEAVER RD</u> <u>Suite 1375</u> <u>TROY, MI 48064</u>	PHONE <u>313-790-2882</u> TOLL FREE <u>800-790-2</u> FREE <u>800-790-2</u> FAX <u>248-247-3454</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____

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WEH 13008

SIGN IN SHEET

Page 3 of 3

Request for Proposal No.

PLEASE PRINT

Date: 10-10-12

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Acusis</u>	<u>4 Smithfield St. Pittsburgh PA</u>	PHONE <u>412-209-1281</u>
Rep: <u>Patty Barrett</u>	<u>15222</u>	TOLL FREE
Email Address: <u>patty.barrett@acusis.com</u>		FAX <u>412-209-1299</u>
Company: <u>Sargent's Transcription Services</u>	<u>210 Main Street</u>	PHONE <u>814-536-8908</u>
Rep: <u>Jasper P. Nielsen</u>	<u>Johnstown, PA 15901</u>	TOLL FREE <u>800-727 - 4349</u>
Email Address: <u>jnieisen@sargents.com</u>		FAX <u>814-539-7579</u>
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FREE
Email Address: _____	_____	FAX
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FREE
Email Address: _____	_____	FAX

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 Santa Monica, CA 90403
 t 310.570.2052 / 800.909.9950
 f 310.526.8497 / c 310.590.8150
 bandreass1@softscript.com
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BRANDON PHILLIPS
 Director of Customer Relations

100% USA Based Medical Transcription



John Cardinal
 Vice President

jc@tsouth.com

www.tsouth.com

13555 Automobile Blvd.
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 Clearwater FL 33762
 Ph. 727.571.3302
 Fx. 727.571.1317

800.630.4733



Patty Barrett, CMT, AHDI-F T: 412.209.128
 Vice President, Account Management/US Operations F: 412.209.1291
 M: 724.331.766
 patty.barrett@acusis.com 4 Smithfield Street, 9th Floor
 www.acusis.com Pittsburgh, PA 1522



M3 Medical Management Services, Ltd.

Sean Kirby
 Operations Manager

8420 W. Bryn Mawr Ave. Suite 620
 Chicago, IL 60631

Ph: (773) 775-2800
 Fax: (773) 775-3366
 Skirby@m3medical.us

Dave Olson
 Director - Pharmacy Operations
 & Account Management
 Pharmacy Solutions

Cardinal Health
 1330 Enclave Parkway
 Houston, TX 77077
 281.749.4759 dir
 832.754.4351 mobile
 281.749.2017 fax
 dave.olson@cardinalhealth.com



CardinalHealth

cardinalhealth.com

WEH 13008



Jeffrey R. Hubbard
President

Perry Johnson & Associates, Inc.
Medical Transcription Services

755 W. Big Beaver Rd., Suite 1375
Troy, Michigan 48084
E-mail: jhubbard@pjats.com

Phone: (800) 803-6330
Cell: (313) 790-2882
Fax: 248-247-3454



Jon Gabster, RHIA
Director of HIM Sales

Diskriter
HIM SOLUTIONS SINCE 1947

P: 1-800-242-1622 x 317
C: 412-295-7298
F: 412-306-6618

jgabster@diskriter.com
www.diskriter.com

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THE
SARGENT'S
GROUP

Jesper P. Nielsen
Director of Strategic Planning
jnielsen@sargents.com

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Johnstown, PA 15901

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WEH 13008



Jeffrey R. Hubbard
President

Perry Johnson & Associates, Inc.
Medical Transcription Services

C/O Premier House
36-48 Queen Street
Horsham, West Sussex, RH13 5AD

Phone: +44-(0) 8082 343975
Mobile: +44 2088 168342
E-mail: jhubbard@pjats.com

Medical Transcription	LTAC & Rehab Auditing
Front-End Speech Recognition	HIM Consulting
Transcription Enterprise ASP	HIM Interim Management
Coding & Auditing	HIM Clerical Support

HIM SOLUTIONS SINCE 1947.

Sargent's Court Reporting Service, Inc.
Sargent's Personnel Agency, Inc.
Sargent's Transcription Service, Inc.

www.sargents.com

Phone: 1-800-727-4349

Addendum 1

WEH13008 Transcription/Dictation Services

Q.1. Cash Flow: Is the hospital prepared to address the issue of significant increases in DNFB days? Estimates have shown that when there is no QA performed by the overseas companies, DNFB days increase by 9 – 11%, translating to serious cash flow losses. That can translate to millions of dollars for Welch.

A.1. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Agency. Item No. 3.1.1.16 states "An accuracy rate of 98% is required as determined by sample review. Vendor shall be responsible for all necessary quality control procedures in this regard. Quality control reports will be provided to the Health Information Manager quarterly."

Q.2. Delayed Record Completion resulting in Unmet Billing Deadlines: Is the hospital prepared to fall short of billing deadlines imposed by the third party payers? This is due to drafts going back and forth with ESL medical transcribers not understanding the subtleties of our language. In this instance, millions of dollars may lost, not just delayed.

A. 1. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Agency.

Q.3. HIPAA Compliance: Please be aware of companies that have "shell offices" but whose transcription operation is overseas based. These companies have been structured with layers of protection for them from HIPAA issues, mandates and sanctions. Either a company is truly 100% USA or it is not. A Business Associate Agreement will not stand up against a company that has an overseas operation. And, is the hospital prepared to spend tens of thousands of dollars chasing down a corporate veil from an off-shore company?

A.3. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Agency. Vendor's base of operation must be located in the jurisdiction that HIPPA/HITECH laws apply. Vendor must agree to comply with Federal Regulations contained in Title XIII, Subtitle D of the American recovery and Reinvestment Act of 2009, Pub.L. No 111-5 that was passed into law in February of 2009. This act is made up of The Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Health Information Technology of Economic and Clinical Health Act (HITECH Act).

Q.4 Legal Issues: If a medical transcriber is required to testify in a malpractice lawsuit, or the quality of transcription impacted the care provided to the patient, and that becomes a material issue in a case, is the hospital prepared to fight these barriers?

A.4 It will be the responsibility of the vendor to provide such.

Q.5. Auditability: Is the Hospital prepared to dance through the corporate veil of an off-shore company when it desires to audit its operation?

A.5. Vendors base of operation must be located in the jurisdiction that HIPPA/HITECH laws apply. It will be the responsibility of the vendor to provide requested documentation/reports as needed by the agency.

Q.6. Queries: How off-shore coders and transcribers handle the many queries that present themselves as the hospital attempts to obtain the correct patient reimbursement? Obtaining timely answers from physicians is difficult enough. Does the hospital want the additional task of queries coming timely and accurately from ESL medical transcriptionists?

A.6. The Vendor as an independent contract is solely liable for the acts and omissions of its employees and agents. The successful vendor will be solely responsible for all work performed under the contract.

Q.7. Service: Will service calls be taken by off-shore technical service workers? Will their ESL become a problem in understanding the subtleties of the problem's nature? Will the off-shore company have a technical service worker at the hospital's doorstep in the morning to immediately fix a problem? Is there a charge for on-site service calls?

A.7. Vendors base of operation and all services of the operation must be located in the jurisdiction that HIPPA/HITECH laws apply. It will be the responsibility of the vendor to provide requested assistance as needed by the agency. The Vendor as an independent contract is solely liable for the acts and omissions of its employees and agents. The successful vendor will be solely responsible for all work performed under the contract.

Q.8 Do you have a sample of a blank report we can review so we can accurately price?

A.8. See Attachment 1.

Q.9. Do you prefer the price to be per report, per page or per line rate?

A.9. Vendor must provide all dictation and transcription services as required in for the quoted price per line which is defined as 65 text characters with spaces.

Q.10. Can you tell us the current contract pricing structure you have and who the current contractor is?

Q.16. What was the bid opening date of the current contract?

A.16. 07/09/2009 <http://www.state.wv.us/admin/purchase/Bids/FY2010/BO20090709.html>

Q.17. What do you need for the certification of transcriptionist?

A.17. Vendor must include the transcriptionist identifier (name, initials, or a unique identifier), a description experience, and qualifications and/or certifications of each transcriptionist.

Q.18. Is there any type of vendor preference discount for an out-of-state disabled veteran owned business?

A.18. No.

Q.19. Item No. 3.1.1.24.1.3 States "The system must allow specific users to generate productivity reports, assign jobs, and perform job inquiries from any touch tone telephone." Does this actually apply to the contract as this reads as if it is applicable to the way things were done years ago?

A.19. Please delete Item No. 3.1.1.24.1.3.

Q.20. What does Item No. 3.1.1.24.2.3.17 Listen review order (FIFO/LIFO) mean?

A.20. User should have the choice of to listen to FIFO/LIFO. The user should be able to playback so that they can listen and pick up where they left off.

Q.21. What is meant by Item No. 3.1.1.24.5.8 The system must be able to automatically print reports based on user defined data and time settings.

A.21. Should read, "The system must be able to automatically print reports based on user defined date and time settings."

Q.22. Do you want us to certify that files are encrypted?

A.22. Yes

WELCH COMMUNITY HOSPITAL

CLINIC NOTE

NAME:
MR N^o:
PHYSICIAN:
DATE:

SUBJECTIVE COMPLAINT: Complaining of menopausal symptoms, hot flashes, also vaginal itching and irritability. Short duration of her period. Also complaining of a tiny lump in her left breast. Urinating a lot, three times during the night. No GSUI. No pain on urination.

Gravida 2, para 2-0-0-2. No medical diseases.

Surgery: Bilateral tubal ligation.

Medications: Prilosec, Estroven, fish oil.

LMP 05/20/2012. Last Pap smear 5-6 years ago. Last Pap smear was normal.

OBJECTIVE FINDINGS: Vital signs normal. BMI 33. Age 48. Breasts: Nodulation both the left and right breasts. No nipple discharge. No skin discoloration or dimpling. Abdomen: Obese, soft, nontender. Pelvic exam: External genitalia, BUS normal. Marital introitus. Prolapsed vagina. Cervix parous, nontender. Unable to palpate the uterus and adnexa, but no tenderness over these areas.

ASSESSMENT:

1. Menopausal syndrome.
2. Fibrocystic changes of both breasts.
3. Urinary frequency.

PLAN:

1. CBC normal. CMP: Elevated cholesterol.
2. Urinalysis normal.
3. ThinPrep done.
4. Mammogram.
5. Return to clinic in 2 weeks.
6. Advised the patient to exercise and watch her diet. We will repeat the cholesterol test in 3-6 months.

CLINIC NOTE

0014

NAME:
MR N^o:
DATE:

Dennis Tumbokon, M.D.

Date

DT/Bka
D:05/31/2012 11:14 CST
T:05/31/2012 13:22 CST
Job:1935652 Document:2095365

WELCH COMMUNITY HOSPITAL

0015

OPERATIVE RECORD

NAME:
MR N^o:
ROOM:
DATE:

SURGEON: David Eells, M.D.
ANESTHETIST:

ASSISTANT: Charlotte Buckner, FNP
ANESTHETIC: General

PREOPERATIVE DIAGNOSIS: Left upper lobe bronchial lesion.

POSTOPERATIVE DIAGNOSES: Left upper lobe bronchial lesion causing complete obstruction and complete obstruction of the right middle lobe secondary to endobronchial tumor.

PROCEDURE: Bronchoscopy with blospy of the left upper lobe and right middle lobe.

HISTORY: This 59-year-old white male presented to the hospital with hemoptysis. X-rays of his chest demonstrated complete collapse of the left upper lobe. The patient was also febrile at this time. The patient was admitted to the hospital and started on antibiotics, and we felt a bronchoscopy was distinctly indicated.

DETAILS OF THE PROCEDURE: As such, the patient was taken to the operating room where anesthesia was induced and endotracheal tube was placed. Then via the endotracheal tube, the fiberoptiscope was passed. On looking down the right-sided orifices, I saw the right upper lobe was completely patent. However distally, the mid lobe orifice was completely occluded with an obvious endobronchial tumor. I avoided that area for the time being and went to the left side. On going to the left side, immediately on coming to the left upper lobe orifice, there was bleeding and I had not even touched anything. I just used some suction. The bleeding was very brlsk and I had to suction, suction, suction to try to get this to even visualize anything. I then did a blind blospy there and remarkably after doing a blind biopsy, the bleeding tended to abate. I went back to this area and I could see that the left upper lobe orifice was completely occluded very near the takeoff. I blosped it again in a couple of locations in order to get good specimens and then I stopped and went back to the right side. On the right side, I then blosped the middle lobe orifice a couple of times, again causing some bleeding. I waited a while. I went back to the left side and assured myself that the bleeding had stopped. Then I went back to the right side and assured myself there that it had stopped.

OPERATIVE RECORD

NAME:

MR N^o:

DATE:

0016

I terminated the procedure at this point. Please note, the carina was completely pristine.

The patient tolerated the procedure well and was sent to recovery in stable condition.

David Eells, M.D.

Date

DE/Bps

D:05/31/2012 13:42 CST

T:05/31/2012 14:42 CST

Job:1935963 Document:2095473

cc: Dr. David Eells
Dr. Michael Kelly

WELCH COMMUNITY HOSPITAL

DISCHARGE SUMMARY

NAME:
MR N^o:
ADM. DATE:
DIS. DATE:

DISCHARGE DIAGNOSES:

1. Alcohol abuse.
2. Multi-substance drug abuse.
3. Hepatitis C.
4. Tuberculosis with negative sputums.

HISTORY OF PRESENT ILLNESS: The patient is a 42-year-old gentleman who was admitted initially at the request of Dr. as the patient had been requesting alcohol detoxification.

When I went in to see the patient today, he reported he has not had a drink in 2-3 days, is not having any tachycardia, shakes, hallucinations or seizure-like activity and he wants to go home. I offered the patient rehab or an outpatient followup. He stated he would rather just follow up with Dr.. I called Dr. and spoke with first his nurse and then with him. Their recommendation was not to give this gentleman any Librium at discharge, but just set him up for an outpatient appointment for assistance with his detoxification. I stressed to the patient how important it is that he stops drinking and using any type of substances. He needs full treatment for his tuberculosis. He understands this and still states he wants to go home.

The patient denies any chest pain, palpitations, shortness of breath. No nausea, vomiting, diarrhea or abdominal pain.

On exam, he is awake, alert and oriented, speaking in full and complete sentences. He has no peripheral tremors on exam. His temperature was 98.1, heart rate 62, respirations 20, blood pressure 123/78, O2 saturation was 97%. In general, he is awake, alert and oriented. Speaking in full and complete sentences. Mucous membranes are moist. Conjunctivae pink. Neck: No masses. Cardiovascular system: Regular. Lungs were clear without wheezes or rales. Extremities without edema.

DISPOSITION: The patient is to be discharged to home. He was encouraged not to drink or use any substances. He is to follow up with Dr. as scheduled. Our social worker, Robin Prullt, is in the process of getting the gentleman set up with

DISCHARGE SUMMARY

NAME:

MR N^o:

ADM. DATE:

DIS. DATE:

0018

assistance for his alcohol and polysubstance addiction through Princeton Crisis Center. The patient will be discharged after that has been set up.

Milagros M. Vidot, M.D.

Date

MV/Bka

D:05/31/2012 11:29 CST

T:05/31/2012 13:28 CST

Job:1935695 Document:2095375

WELCH COMMUNITY HOSPITAL
HISTORY AND PHYSICAL EXAMINATION

NAME:
MR N^o:
PHYSICIAN:
ADM. DATE:

CHIEF COMPLAINT: This is an 8-year-old female who presented to the ER with the chief complaint of fever and chills, vomiting, diarrhea and generalized abdominal pain.

BRIEF PRESENTING HISTORY: This is an 8-year-old female who presented to the ER with the chief complaint of fever with chills which began today morning. She had a vague history of sweating with a fever, but the fever was associated with shivering. She also had begun throwing up and had only half a glass of Sprite since the morning. The vomit had no blood or bile in it. She had had three loose stools with no blood or bile in them. She also began having generalized abdominal pain, dull, intermittent in nature and cramping in quality post vomiting and diarrhea. The abdominal pain was not aggravated or relieved, but was intermittent, 5/10 in intensity. She had decreased urine output with the last urination being just before presentation to the ER.

REVIEW OF SYSTEMS: Review of systems was positive for fever with chills, vomiting, diarrhea and a periumbilical abdominal pain.

PAST MEDICAL HISTORY: Past medical history was not contributory other than a previous admission for acute gastroenteritis and dehydration following which she was evaluated by her primary care physician Dr. Iqbal with no recommendations.

IMMUNIZATIONS: Immunizations were up to date.

DEVELOPMENTAL HISTORY: Developmental history was within normal limits.

BIRTH HISTORY: This was the product of a full term normal vaginal delivery.

PHYSICAL EXAMINATION:

GENERAL: On physical examination, she was stable, comfortable, but appearing fatigued.

HEAD, EAR, EYE, NOSE AND THROAT: Examination was normocephalic, atraumatic. Extraocular movements were intact. Pupils were equal and reactive

HISTORY AND PHYSICAL

0020

NAME:

MR N^o:

ADM. DATE:

to light and accommodation. Red reflex was present. Eyes were sunken. The lips were dry. The mucous membranes were dry. The pharynx was not erythematous. There was no lymphadenopathy.

RESPIRATORY: Respiratory system was clear to auscultation bilaterally with good air exchange.

CARDIOVASCULAR SYSTEM: There was sinus tachycardia secondary to dehydration and fever. S1 and S2 were present with no murmurs, clicks, gallops or rubs.

CENTRAL NERVOUS SYSTEM: Power, tone and reflexes are within normal limits. She seemed fatigued, but was alert and oriented. Post IV normal saline bolus and IV antibiotics she became active as well.

ABDOMEN: Abdomen was soft, not distended, not tender, with bowel sounds present in all four quadrants. Rovsing sign and obturator sign were negative.

EXTREMITIES: Extremities were warm with all pulses present.

SKIN: Skin with no pallor, cyanosis or jaundice, but with poor skin turgor and dry.

PERTINENT POSITIVE LABORATORIES: The CBC was within normal limits. BMP was within normal limits. She was unable to void in spite of having received a normal saline bolus while in the ER. Chest x-ray was done. Flu was negative. Rapid Strep was negative.

ASSESSMENT AND PLAN: This was an 8-year-old female who received an IV normal saline bolus while in the ER and IV Rocephin following which her condition dramatically improved. Her eyes were no longer sunken. Her mucous membranes were moist. Her lips were moist and she felt more active and was no longer fatigued.

She was to be placed under observation on the medicine/surgical floor with the diagnosis of severe dehydration secondary to acute gastroenteritis. She was to continue receiving IV normal saline at maintenance post infusion of 20 mL per kg, IV normal saline bolus and was to receive Rocephin 1 gram daily pending blood culture reports. She also was to be placed on clear liquids as tolerated and to be gradually advanced to regular diet if she was to continue having no vomiting. She was also to receive Tylenol 50 mg per kg every 6 hours p.r.n. for fever. Her urinalysis, urine culture and blood culture were pending.

HISTORY AND PHYSICAL
NAME:
MR N^o:
ADM. DATE:

0021

Anish H Trehun, M.D.

Date

AHT/Bmj
D:09/15/2012 17:06 CST
T:09/18/2012 09:13 CST
Job:2025220 Document:2186874

WELCH COMMUNITY HOSPITAL
SURGICAL PATHOLOGY REPORT

PATIENT NAME:

SEX: **AGE:** **ROOM:** **HOSP#** **DATE:**
SURGEON: Dr. Amir Eshel **SURGICAL PATH #:** S12-203

SPECIMEN SUBMITTED:

1. Uterus.
2. Left ovary and tube.

OPERATION: Total abdominal hysterectomy and left salpingo-oophorectomy and cystoscopy.

PREOPERATIVE DIAGNOSIS: Enlarged uterus and bleeding.

POSTOPERATIVE DIAGNOSIS: Enlarged uterus and bleeding.

GROSS DESCRIPTION:

- A. Specimen consists of uterus in two parts with the corpus uteri measuring 7 x 6 x 4.5 cm whereas the cervix uteri measuring 5.5 x 4 x 3.5 cm. The combined weight is 143 grams. The bilateral cornu of corpus uteri showed the intact short proximal segments of the tubal tissues with both exhibiting a lateral blind-like pouch configuration. Each segment measures 2.2 cm in length and 0.4 cm in diameter. Located 2 cm beneath one segment of the intact tubal tissue is the presence of the attached black suture.

The cervix uteri presents with a round endocervical canal measuring 1.2 cm in diameter. Longitudinal sectioning of the cervix shows the presence of multiple distended nabothian cysts with the largest measuring 0.7 cm in greatest dimension and four sections are submitted labeled from A1 to A4.

The round endometrial cavity measures 0.4 cm in diameter. Longitudinal opening shows the superficially hemorrhagic endometrium measuring 0.5 cm in thickness whereas the myometrium has a maximum thickness of 1.9 cm.

One section from the grossly unremarkable fundus is submitted labeled as A5.

Serial, close-interval, longitudinal full-thickness sections include the main endomyometrial walls showing no detectable leiomyoma, and four sections are submitted labeled from A6 to A9.

SURGICAL PATHOLOGY REPORT

NAME:

MR No:

DATE:

0023

Longitudinal sectioning of one proximal tubal tissue at one cornu shows the widely dilated lumen. The other contralateral tubal tissue is sectioned transversely showing a concentric dilatation of the lumen. Three sections from each tubal tissue at each cornu are submitted labeled as A10.

- B. Left ovary and fallopian tube. The left ovary presents as an almost round, white, multinodular firm tissue measuring 2.6 x 2.2 x 1.3 cm. The largest distended opaque round firm cyst measures 0.6 cm in diameter. Full-thickness longitudinal sectioning of the ovary shows the peripherally distributed cystic follicles whereas centrally located elongated white corpus albicans measuring 0.6 cm in greatest dimension. Two sections of the ovary are submitted labeled as B1 and B2.

The attached irregular tortuous left fallopian tube tissue with intact fimbria measures 3 cm in length and 1 cm in maximum diameter. The proximal end shows the conglomeration of five distended round to oblong opaque firm cysts with the largest measuring 0.6 cm in diameter. Transverse sections of the tubal tissue show no obvious gross remarkable feature and three sections to include the distended paratubal cysts are submitted labeled B3.

MICROSCOPIC DESCRIPTION:

- A. The sections of the ectocervix show no epithelial dysplasia. Scattered minimal lymphocytes are present in the superficial stroma. The sections of the endocervix show distended nabothian cysts, nondysplastic squamous metaplasia of surface and glandular epithelia. The stroma has variable mixed inflammatory infiltrates with dense lymphocytic infiltrates mixed with mature plasma cells in the stroma of the transformation zone.

The sections of the fundus show proliferative endometrium.

The sections of the main endomyometrial walls show in addition focal small cystic change of the endometrial glands. There is prominent migration of the endometrial glands and accompanying stroma into the myometrium.

The three longitudinal sections of one tubal tissue at one cornu show widely dilated lumina with scattered lymphocytes in the mucosa. The other separate transverse sections of contralateral tubal tissue show concentric widely dilated lumina and marked interstitial fibrosis.

- B. The sections of the left ovary show cystic follicles, corpora albicantia, atretic follicles, focal stromal fibrosis and germinal inclusion cysts.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

0026

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Sargent's Transcription Service, Inc
Company
Stanley Sargent
Authorized Signature
10/31/12
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SURGICAL PATHOLOGY REPORT

NAME:

MR N^o:

DATE:

0024

The sections of the left fallopian tube show moderate to marked interstitial fibrosis, mesonephric duct remnants and the grossly observed conglomerated cysts to be represented histologically by paratubal cysts.

FINAL PATHOLOGICAL DIAGNOSIS:

I. Uterus with intact bilateral short proximal tubal tissue at bilateral cornu (weight of 143 grams):

- A. No epithelial dysplasia of ectocervical tissue.
- B. Nondysplastic subcutaneous metaplasia of surface lining and glandular epithella of endocervical tissue.
- C. Proliferative endometrium.
- D. Adenomyosis.
- E. Widely dilated and marked interstitial fibrosis of lumina of intact proximal tubal tissue at bilateral cornu.

II. Left ovary and falloplan tube:

Cystic follicles, focal stromal fibrosis and germinal inclusion cysts of left ovary.

Moderate to marked interstitial fibrosis, mesonephric duct remnants and conglomerated paratubal cysts of left falloplan tube.

Antonio Dy, M.D.

Date

September 17, 2012, Monday, 12:37 p.m.

AD/QBmj

D:09/17/2012 11:37 CST

T:09/17/2012 12:30 CST

Job:2026071 Document:2187880



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

Solicitation

NUMBER
WEH13008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED
10/18/2012

BID OPENING DATE:

10/25/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO ATTACH A PAGE CONTAINING VENDOR QUESTIONS AND THE AGENCY RESPONSES INADVERTENTLY OMITTED FROM ADDENDUM NO. 1.						
2. TO MOVE THE BID OPENING FROM 10/23/2012 TO 10/25/2012. BID OPENING TIME REMAINS AT 1:30 PM.						
3. TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	YR		961-72		
BLANKET CONTRACT FOR DICTATION/TRANSCRIPTION SERVICE						
***** THIS IS THE END OF RFQ WEH13008 ***** TOTAL:						

SIGNATURE <i>J. P. Nailor</i>	TELEPHONE 304-536-8908	DATE 10/31/12
TITLE Director of Strategic Planning	FEIN 25-1813235	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WEH13008
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as WEH13008 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- [X] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

Description of Modification to Solicitation:

To provide an additional page of vendor questions and responses inadvertently omitted from Addendum No. 1 and move the bid opening date.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

A.10. See attached revised Cost Proposal sheet. Same pricing structure as previously. Vendor must provide all dictation and transcription services as required for the quoted price per line which is defined as 65 text characters with spaces. The current contractor is: Bureau of Office Services, Inc.

Q.11. If there are any shipping charges, who would incur those?

A.11. The vendor will incur those as Item 3.1.1.1 states "Vendor shall provide all supplies, postage, shipping and dictation equipment necessary for transcribing and dictating, and be responsible for all cost associated with the providing of said services within their office location, including a toll-free telephone number or local telephone number to receive dictation, providing access for a maximum 30 users."

Q.12. How will dictations be made? 800 number? Digital Recorders? Tapes or CD's sent to us?

A.12. The vendor will provide an 800 number as Item 3.1.1.1 states "Vendor shall provide all supplies, postage, shipping and dictation equipment necessary for transcribing and dictating, and be responsible for all cost associated with the providing of said services within their office location, including a toll-free telephone number or local telephone number to receive dictation, providing access for a maximum 30 users."

Q.13. It is our experience that outsourcing of transcription overseas significantly lowers the quality of the final transcripts. Do you allow such outsourcing of the transcription, either completely or partially, to vendors, subdivisions, or individuals located outside of the 50 states of the United States?

A.13. The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into subcontracts for performance or work under the contract without written permission of the Agency. Vendor must guarantee that employees who perform transcriptions will be available on-site within 24 hours, as needed, for various administrative and legal proceedings.

Q.14. Does Welch Community Hospital have a verification process of US vs Global?

A.14. Yes, vendors must be registered with the office of the West Virginia Secretary of State.

Q.15. Who is the current vendor; What is the current per line rate that the facility pays?

**A.15. Bureau of Office Services;
Transcription Reports provided within 24 hours \$0.0975
Discharge Summaries provided within 48 hours \$0.0955
STAT Reports provided within 90 minutes \$0.0995
H & P Reports were not included on previous contract.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Sargent's Transcription Services, Inc.
Company

Shawn Sargent
Authorized Signature

10/31/12
Date



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

Solicitation

NUMBER
WEH13008

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL

 454 MCDOWELL STREET
 WELCH, WV
 24801 304-436-8710

DATE PRINTED
10/24/2012

BID OPENING DATE:

11/01/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING FROM 10/25/2012 TO 11/1/2012. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						

SIGNATURE <i>J. T. Smith</i>	TELEPHONE 814-536-8908	DATE 10/31/12
TITLE Director of Strategic Planning	FEIN 25-1813235	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WEH13008
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as WEH13008 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- [X] Modify bid opening date and time
- [] Modify specifications of product or service being sought
- [X] Attachment of vendor questions and responses
- [] Attachment of pre-bid sign-in sheet
- [] Correction of error
- [] Other

Description of Modification to Solicitation: See attached

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum 3**WEH13008 Transcription/Dictation Services**

- Q.1. During the prebid conference at Welch Community Hospital, we were advised that the hospital will not be using an electronics medical record system with medical reports uploaded via an HL7 interface for probably 6 months or more. Since there was no other method of delivering the completed medical reports stated in the solicitation, we asked that the addendum include the answer to the question: Pending upload via HL7 into the hospital's EMR, how does Welch Community Hospital want to receive the completed medical reports or what are the specifications for delivery of the completed medical reports (i.e., secure electronic online delivery via an Internet connection, or printed at the hospital, or FTP delivery to a network folder using a VPN connection, etc.)?

Is it possible to receive that answer as it is an important part of the scope or work?

- A. 1. **3.1.1.20 and 3.1.1.21 We are currently using FTP delivery to a network folder using a VPN connection. So we will want to use what we currently have until we can go to the HL7**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WEH13008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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Sargent's Transcription Service, Inc.
 Company

[Signature]
 Authorized Signature

10/31/12
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
 Revised 6/8/2012

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 a 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 E. Wayfield
DEPUTY ATTORNEY GENERAL