



*A Facsimile From:*



***Perry Johnson & Associates, Inc.***

**To: Purchasing Department**

Company:

Fax: 13045583970

Phone:

**From: Brittany Larson**

Fax: 1 (248) 247-3465

Phone:

E-mail: [bblauvelt@pjats.com](mailto:bblauvelt@pjats.com)



**NOTES:**

Please add this addendum to Perry Johnson & Associates, Inc. bid for Solicitation WEH13008

Please contact Brittany Larson with any questions at 1-800-803-6330 x5140

Thank you

RECEIVED  
2012 OCT 29 PM 3:19  
WV PURCHASING  
DIVISION

This facsimile and any documents attached here are confidential and intended solely for the use of the individual or entity to which they are addressed. You may not disclose/ circulate this information to third parties without the written consent of Johnson & Associates.

If you have received this facsimile in error please notify J&A Customer Service at (800)803-6330

Date and time of transmission: 10/29/2012 3:17:14 PM  
Number of pages including this cover sheet: 6



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

**Perry Johnson & Associates, Inc.**  
 755 W. Big Beaver Road, Suite 1375  
 Troy, MI 48084

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	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

0002

**SOLICITATION NUMBER: WEH13008**  
**Addendum Number: 3**

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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.

0003

ATTACHMENT A



0004

**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**

0005

**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.

Perry Johnson Associates, Inc.  
Company

  
Authorized Signature

10/29/12  
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

**Perry Johnson & Associates, Inc.**  
 1489 W. Warm Springs, Suite 110  
 Henderson, NV 89012

SHIP TO

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

DATE PRINTED
09/21/2012
BID OPENING DATE:
10/23/2012

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
OPEN-END BLANKET CONTRACT						
***** MANDATORY PRE-BID MEETING 10/10/2012 AT 1:00 PM AT WELCH COMMUNITY HOSPITAL, 454 MCDOWELL STREET, WELCH WV 24801, ADMINISTRATIVE CONFERENCE ROOM *****						
0001	1	YR		961-72		
BLANKET CONTRACT FOR DICTATION/TRANSCRIPTION SERVICE						
THE STATE OF WEST VIRGINIA, DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR BEHAVIORAL HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, IS SOLICITING BIDS TO PROVIDE DICTATION/TRANSCRIPTION SERVICES AS PER THE ATTACHED SPECIFICATIONS. THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						

RECEIVED  
 2012 OCT 26 AM 9:45  
 WV PURCHASING DIVISION

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Solicitation**

NUMBER
WEH13008

PAGE
2

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
09/21/2012

BID OPENING DATE: 10/23/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ WEH13008 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

Welch Community Hospital, 454 McDowell Street, Welch, WV 24801,  
 Administrative Conference Room  
 10/10/2012 at 1:00 PM

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

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

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: 10/11/2012

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-4115

Email: roberta.a.wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:        | Technical  
                       | Cost

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

**Bid Opening Date and Time:**

10/23/2012 at 1:30 PM

**Bid Opening Location:**

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

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



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

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

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

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

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

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

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**  
 or more.

| **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

|  Professional Liability Insurance: minimum of \$1,000,000.00 or more

|

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

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


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

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

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

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

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

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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



42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

| Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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



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WEH13008 Professional Medical Dictation/Transcription Services

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources, Bureau for Behavioral Health and Health Facilities, Welch Community Hospital and any other state agency that desires to utilize this contract to establish an open-end contract for Professional Medical Dictation/Transcription Services. The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Desired Item” or “Desired Items”** means the list of items identified in Section III, Subsection 1 below.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as WEH13008.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the Desired Items listed below on an open-end and continuing basis. Desired Items must meet or exceed the mandatory requirements as shown below.
    - 3.1.1 **Professional Medical Dictation/Transcription Services**
      - 3.1.1.1 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.
      - 3.1.1.2 Welch Community Hospital desires a vendor with a proven track record of providing medical dictation/transcription services. The vendor must have provided said services for at least five (5) years and must derive at least seventy-five percent (75%) of its gross income from this service.

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**3.1.1.3** Vendor shall provide references of at least three (3) hospital clients from whom the vendor has provided professional medical dictation/transcription services.

**3.1.1.4** Vendor shall describe the names, experiences and qualifications of management and dictation/transcription staff to be utilized in the fulfillment of this contract.

**3.1.1.5** It is the sole responsibility of the vendor to employ employee trained and/or certified transcriptionist(s) in order to fulfill the requirements of the contract.

**3.1.1.6** The system shall allow for continuous 24 hour operation.

**3.1.1.7** Dictation must be accepted 24/7/365 days a year via a toll-free telephone number or local telephone number.

**3.1.1.8** The system will allow voice files and data files to be transferred to any PC. Data and voice files must be encrypted while being transferred and while at rest on a server.

**3.1.1.9** The system must be able to locate reports by work type, date transcribed, dictator and ID number.

**3.1.1.10** The system shall allow dictators to prioritize their work.

**3.1.1.11** The system shall provide the ability to listen to voice header information regarding a dictation such as: type of report, dictated by and dictated on.

**3.1.1.12** The system shall provide the dictator the ability to insert and delete dictation.

**3.1.1.13** Vendor must provide a common document delivery software system for the facility and the outsourced vendor.

**3.1.1.14** Software utilized by vendor shall be compatible with all versions of Microsoft Word and Windows operating systems later than and including Microsoft Word 2003 and Windows XP to be compatible with the facilities existing software.

**3.1.1.15** Reports shall be transcribed and returned to the hospital within twenty-four (24) hours. This includes but is not limited to history, physicals, operative reports, x-ray reports, pathology reports,

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echocardiograms, letters and consults, etc. STAT report requests shall have a turnaround time of no more than ninety (90) minutes, history and physicals are to be transcribed and returned within eight (8) hours and discharge summaries are to be completed and returned within forty-eight (48) hours.

**3.1.1.16** 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.

**3.1.1.17** Vendor shall perform all work in a HIPAA (Health Insurance Portability Accountability Act) compliant facility/area which ensures confidentiality of all reports.

**3.1.1.17.1** Vendor must agree to and 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). Selected Vendor must sign WV HIPPA Business Associate Addendum. Vendors base of operation must be located in the jurisdiction that HIPPA/HITECH laws apply.

**3.1.1.17.2** The vendor must have a compliance or security officer to oversee the entire HIPAA process.

**3.1.1.17.3** The vendor must conduct security risk assessments to identify potential areas of vulnerability.

**3.1.1.17.4** Vendor must have a notification policy and procedure in the event of a breach. Federal law specifies which breaches must be reported, what information is required, and who must be notified.

**3.1.1.18** Vendor shall adequately train all transcription staff in professional medical transcription to guarantee the production of work within the time frames and quality requirements set forth. All employees of the transcription service will be HIPPA/HITECH trained and have yearly refresher training. Proof of this training must be made available upon request.

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**3.1.1.19** Vendor must provide interface to hospital demographic information system (Easy Access or equal) to obtain patient demographic information.

**3.1.1.20** Vendor must have a secure web portal for the downloading of encrypted WORD or equal, documents for easy access by Medical Record's staff, providing access for a maximum thirty (30) users. Vendor must have the ability to load completed dictated reports straight into the Electronic Medical Record.

**3.1.1.21** Vendor's system must meet HIPAA <http://www.hhs.gov/ocr/privacy/> and shall be HL7 (Health Level Seven International) <http://www.hl7.org> compliant for patient data download and transcribed report upload. Selected vendor must sign WV HIPAA Business Associate Addendum [http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA\\_20100802.pdf](http://www.dhhr.wv.gov/bms/ProcurementNotices/Documents/HIPAA%20BAA_20100802.pdf) .

**3.1.1.22** 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.

**3.1.1.23** Vendor must provide a 24/7/365 days a year (including holidays) in office person to take stat calls. No cell phone or pager contact number for stats. Vendor must provide a local or a toll free number for customer service. Vendor's normal hours of operation shall be compatible with our Monday-Friday 8am-4pm Eastern Standard Time hours of operation.

**3.1.1.24** The system must meet the following requirements:

**3.1.1.24.1 Voice Processing System Equipment Overview**

**3.1.1.24.1.1** The proposed system shall be a digital recording system that will service 30 total system users.

**3.1.1.24.1.2** The primary functionality of the system will be for dictation and transcription purposes; however, listen access through security levels will be required. Secondly, the system must automatically assign specific work types to Transcriptionist prior to a user defined delinquency status (ex. H&P's within 8 hours) being violated. This will ensure that the facility improves its overall report delinquency totals.



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**3.1.1.24.1.3** The system must allow specific users to generate productivity reports, assign jobs, and perform job inquiries from any touch tone telephone.

**3.1.1.24.2 System Operations-General Dictation Voice Access**

**3.1.1.24.2.1** The vendor must have a unique dictator profile database.

**3.1.1.24.2.2** The dictator database (dictation profile) must manage the way the system responds to each user.

**3.1.1.24.2.3** The vendor's unique dictator database must control the following dictation activities for each user:

**3.1.1.24.2.3.1** User logon (Valid ID and Password).

**3.1.1.24.2.3.2** Prompt language.

**3.1.1.24.2.3.3** User priority level.

**3.1.1.24.2.3.4** Open jobs.

**3.1.1.24.2.3.5** Inactivity logoff.

**3.1.1.24.2.3.6** Message delivery.

**3.1.1.24.2.3.7** Message auto-play.

**3.1.1.24.2.3.8** Initial activity (dictation, listen).

**3.1.1.24.2.3.9** VOX recording.

**3.1.1.24.2.3.10** Prompts (short or brief).

**3.1.1.24.2.3.11** Rewind increment.

**3.1.1.24.2.3.12** Feature conformation tones.

**3.1.1.24.2.3.13** Listen access (enable/disable).

**3.1.1.24.2.3.14** Listen mode accessible work types.

**3.1.1.24.2.3.15** Listener messaging.

**3.1.1.24.2.3.16** Job voice information header.

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3.1.1.24.2.3.17 Listen review order (FIFO/LIFO).

3.1.1.24.2.3.18 Listen query default (patient, physician, and subject)

3.1.1.24.2.4 The system's prompts must be interruptible for user bypass once system proficiency is obtained.

3.1.1.24.2.5 The system's prompts must be concatenated.

3.1.1.24.2.6 The system's dictation prompts must match departmental and user operation requirement by prompting the following users in appropriate manner: GENERAL STAFF – "Please enter Physician I.D. and Work Type, and Patient Number."

3.1.1.24.2.7 The system must allow users to control the speed dictation when rewinding and listening to dictation while in dictation mode.

3.1.1.24.2.8 The system should allow users to insert and delete specific sections of dictation.

**3.1.1.24.3 System Operation-General Transcription Voice Access**

3.1.1.24.3.1 The system must have a unique Transcriptionist database (transcription profile). The transcription database must manage the way the system responds to each Transcriptionist.

3.1.1.24.3.2 The system's unique transcription database must control the following transcription activities for each Transcriptionist:

3.1.1.24.3.2.1 User Logon (Valid I.D. and Password).

3.1.1.24.3.2.2 Prompt language.

3.1.1.24.3.2.3 Self assignment (enable/disable).

3.1.1.24.3.2.4 Skip job.

3.1.1.24.3.2.5 Job interrupt.

3.1.1.24.3.2.6 Intercom reception.

3.1.1.24.3.2.7 Transcription Messaging.

3.1.1.24.3.2.8 Flag jobs.

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- 3.1.1.24.3.2.9 Inactivity logoff.
- 3.1.1.24.3.2.10 Prompts (short or brief).
- 3.1.1.24.3.2.11 Backspace increment.
- 3.1.1.24.3.2.12 Feature conformation tones.
- 3.1.1.24.3.2.13 Transcriptionist hang-up (return/interrupt).
- 3.1.1.24.3.2.14 Job voice information header.
- 3.1.1.24.3.3 The system must automatically replay instruction prompts after a user defined time setting for the aid of first time users.
- 3.1.1.24.3.4 The system's prompts must be interruptible for user bypass once system proficiency is obtained.
- 3.1.1.24.3.5 The system's prompts must be concatenated.
- 3.1.1.24.3.6 The system must allow certain Transcriptionist to self assign jobs by:
  - 3.1.1.24.3.6.1 Physician (author).
  - 3.1.1.24.3.6.2 Patient.
  - 3.1.1.24.3.6.3 Work type.
  - 3.1.1.24.3.6.4 Job number.
  - 3.1.1.24.3.6.5 Department.
  - 3.1.1.24.3.6.6 Priority level.
  - 3.1.1.24.3.6.7 Special designator.
  - 3.1.1.24.3.6.8 User defined work category.
- 3.1.1.24.3.7 The system must allow all Transcriptionist to perform job inquires from their transcription stations.
- 3.1.1.24.3.8 The system must allow each Transcriptionist to access his or her productivity statistics from the transcription voice terminal.

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**3.1.1.24.3.9** The system must allow Transcriptionist to control the speed of dictation, without distorting the voice, at a rate of +/-50%.

**3.1.1.24.3.10** The system must have help prompts that are activated by the user.

**3.1.1.24.4 SYSTEM OPERATION-GENERAL LISTEN ACCESS**

**3.1.1.24.4.1** The system must have a unique listener data base (listener profile).

**3.1.1.24.4.2** The listener database must manage the way the system responds to each listen only user. The system's unique listener database must control the following listen activities for each listen only users:

**3.1.1.24.4.2.1** User logon (Valid I.D. and password)

**3.1.1.24.4.2.2** Prompt language

**3.1.1.24.4.2.3** Prompts (brief/long).

**3.1.1.24.4.2.4** Accessible work types.

**3.1.1.24.4.2.5** Inactivity logoff.

**3.1.1.24.4.2.6** Listener Messaging.

**3.1.1.24.4.2.7** Job voice information header.

**3.1.1.24.4.2.8** Listen review order (FIFO/LIFO).

**3.1.1.24.4.2.9** Listen query default (patient, physician, subject).

**3.1.1.24.4.2.10** Rewind increment.

**3.1.1.24.4.3** The system must automatically replay instruction prompts after a user defined time setting for the aide of first time users.

**3.1.1.24.4.4** The system's prompt must be interruptible for user bypass once system proficiency is obtained.

**3.1.1.24.4.5** The system's prompts must be concatenated/linked.

REQUEST FOR QUOTATION  
WEH13008 Professional Medical Dictation/Transcription Services

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**3.1.1.24.4.6** The system must automatically move to the next voice file upon completing the delivery of a voice file, unless the user desires to review the current file once again.

**3.1.1.24.4.7** The system must have help prompts that are activated by the user.

**3.1.1.24.5 SYSTEM OPERATIONS-DATA REPORT  
MANAGEMENT AND INQUIRES**

**3.1.1.24.5.1** The system must have a report database.

**3.1.1.24.5.2** The system must allow all generated reports to be archived to the systems hard drive.

**3.1.1.24.5.3** The system must allow reports to be queued for output.

**3.1.1.24.5.4** The system must allow users to define their management reports.

**3.1.1.24.5.5** The system must allow users to define the data management headers of all user defined reports.

**3.1.1.24.5.6** The system must allow inquiries to be printed.

**3.1.1.24.5.7** The system must log the following data about each job:

**3.1.1.24.5.7.1** Job number.

**3.1.1.24.5.7.2** Author number.

**3.1.1.24.5.7.3** Author name.

**3.1.1.24.5.7.4** Department number.

**3.1.1.24.5.7.5** Department name.

**3.1.1.24.5.7.6** Work type number.

**3.1.1.24.5.7.7** Work type name.

**3.1.1.24.5.7.8** Statue.

**3.1.1.24.5.7.9** Dictation station.

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3.1.1.24.5.7.10 Dictation date.

3.1.1.24.5.7.11 Dictation time in EST.

3.1.1.24.5.7.12 Transcription date.

3.1.1.24.5.7.13 Transcription time in EST.

3.1.1.24.5.7.14 Lengths in pages.

3.1.1.24.5.8 The system must be able to automatically print reports based on user defined data and time settings.

**3.1.1.24.6 SYSTEM SUPPORT-SYSTEM TRAINING**

3.1.1.24.6.1 On-site training for all system users.

3.1.1.24.6.2 System training must be administered by a system vendor employed customer support and training specialist.

3.1.1.24.6.3 Support and training specialist should be responsible for the orchestration of all training activities.

3.1.1.24.6.4 Visual support material to assist users in gaining optimum system operation skills.

3.1.1.24.6.5 Supply system operation manuals.

3.1.1.24.6.6 Support and training specialist should meet with department heads to determine system and user setup parameters.

3.1.1.24.6.7 Support of individual user or group training sessions for all system users.

3.1.1.24.6.8 Remote support at any time after initial training.

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**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor must provide all dictation and transcription services as required for the quoted price per line. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type the information into the Pricing Pages to prevent errors in the evaluation.

**5. PAYMENT:**

- 5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver/setup of services no later than 30 days of issuance of Purchase Order. Vendor must provide in-service training within 30 days of the issuance of Purchase Order. Training must be provided by the successful vendor. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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WEH13008 Professional Medical Dictation/Transcription Services

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Desired Items to be unacceptable, the Desired Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANIOUS:**

- 7.1 No Substitutions:** Vendor shall supply only Desired Items submitted in response to the RFQ. Vendor shall not supply substitute items without Purchasing Division approval.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Desired Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Desired Items contained in its bid response.



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- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract.

WEH13008 Dictation/Transcription Services  
COST PROPOSAL

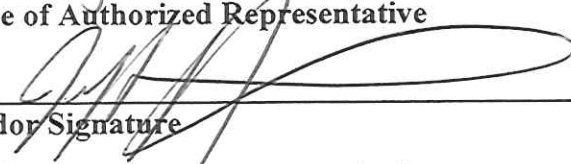
Estimated Quantity of Lines of Transcription*	Description of Service	Cost Per Line (65 text characters entered)**	Total Cost
791,300	Transcription Reports provided within 24 hours	\$ <u>0.0974</u>	\$ <u>77,072.62</u>
81,500	Discharge Summaries provided within 24 hours	\$ <u>0.0974</u>	\$ <u>7,938.10</u>
7,200	STAT Reports provided within 90 minutes	\$ <u>0.0974</u>	\$ <u>701.28</u>
<b>Grand Total</b>			\$ <u>85,712.00</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.

Jeffrey R. Hubbard President  
 Name of Authorized Representative Title

 10/22/12  
 Vendor Signature Date

755 W. Big Beaver, Suite 1375 Troy, MI 48064  
 Vendor Address

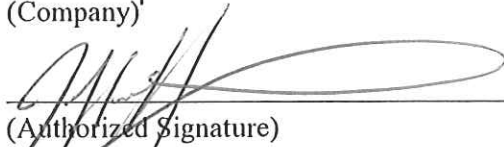
1489 W. Warm Springs Rd, Suite 110 Henderson, NV 89012  
 Vendor Remit to Address

800.803.6330 248.247.3465 jhubbard@pjats.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.

Perry Johnson & Associates, Inc.  
(Company)

  
(Authorized Signature)

Jeffrey R. Hubbard, President  
(Representative Name, Title)

800-803-6330      248-247-3465  
(Phone Number)      (Fax Number)

10/22/12  
(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 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.

Perry Johnson Associates, Inc.  
 Company  
  
 Authorized Signature  
10/22/12  
 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 exceed 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: Perry Johnson Associates, Inc.

Authorized Signature: [Signature] Date: 10/22/12

State of Michigan

County of Oakland, to-wit:

Taken, subscribed, and sworn to before me this 23 day of October, 2012

My Commission expires April 29, 2017.

**AFFIX SEAL HERE**

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 23 DAY OF October, A.D. 2012  
NOTARY PUBLIC STATE OF MICHIGAN  
MY COMMISSION EXPIRES: 4/29/2017  
COUNTY OF Oakland

NOTARY PUBLIC [Signature]  
Tami J Carr  
Notary Public of Michigan  
Oakland County  
Expires 04/29/2017  
Acting in the County of Oakland  
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. 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: \_\_\_\_\_ Signed: \_\_\_\_\_

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





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
	<b>Perry Johnson &amp; Associates, Inc.</b> 1489 W. Warm Springs, Suite 110 Henderson, NV 89012

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	TELEPHONE 800-803-6330	DATE 10/22/12
TITLE President	FEIN 74-3143749	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 ET 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: Bureau of Office Services Rep: Christina Weisbrodt Email Address: christina@bureauhq.com	115270 Jackson St Burr Ridge, IL 60527	PHONE 630-323-2600 TOLL FREE 1-800-5-BUREAU FAX 630-521-4174
Company: SoAScript, Inc Rep: Brandon Phillips Email Address: bphillips@soascript.com	2444 Wilshire Blvd Ste 280 Santa Monica, CA 90403	PHONE 310-570-2052 TOLL FREE 800-909-9950 FAX 310 526 8497
Company: TRANSCRIPTION South Inc Rep: JOHN CARDINAL Email Address: JK@tsouth.com	13555 Automobile Blvd Suite 530 CLEARWATER FL 33762	PHONE 800 630 4733 TOLL FREE FAX 800 630 4735
Company: M3 Medical Rep: Sean Kirby Email Address: SKirby@m3medical.us	8420 W. Bryn Mawr #520 Chicago, IL 60601	PHONE 773 775 2800 TOLL FREE FAX 773 775 2800
Company: Rep: Email Address:		PHONE TOLL FREE FAX



0004

SIGN IN SHEET

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>	<u>3257 W. Liberty Ave</u>	PHONE <u>412-347-9700 ext 317</u>
Rep: <u>Jon Gabster</u>	<u>Pittsburgh, PA 15216</u>	TOLL FREE <u>800-242-1622</u>
Email Address: <u>JGABSTER@DISKRITER.COM</u>		FAX <u>412-306-6618</u>
Company: <u>iMedx, Inc.</u>	<u>4 Corporate Dr. Suite 380</u>	PHONE <u>203-332-7060</u>
Rep: <u>LUTHER (Brad) Runyon</u>	<u>Shelton CT 06484</u>	TOLL FREE <u>800-221-0244 x 247</u>
Email Address: <u>brunyon@imedx.com</u>		FAX <u>740646-6680</u>
Company: <u>Peov Johnson &amp; Associates</u>	<u>755 W. BIG BEAVER RD</u>	PHONE <u>313-790-2882</u>
Rep: <u>RAFAL MODZELEWSKI</u>	<u>Suite 1375</u>	TOLL FREE <u>800-503-6330</u>
Email Address: <u>jhubbard@pjats.com</u>	<u>TROY, MI 48064</u>	FAX <u>248-247-3454</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL _____
Email Address: _____	_____	FREE _____
Company: _____	_____	FAX _____
Rep: _____	_____	PHONE _____
Email Address: _____	_____	TOLL _____
		FREE _____
		FAX _____

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>Awsis</u> Rep: <u>Potty Barrett</u> Email Address: <u>potty.barrett@awsis.com</u>	<u>4 Smithfield St. Pittsburgh PA 15222</u>	PHONE <u>412-209-1281</u> TOLL FREE FAX <u>412-209-1299</u>
Company: <u>Sargent's Transcription Services</u> Rep: <u>Jasper P. Nilsen</u> Email Address: <u>jnilsen@sargents.com</u>	<u>210 Main Street Johnstown, PA 15901</u>	PHONE <u>814-536-8908</u> TOLL FREE <u>800-<del>727</del> - 4349</u> FAX <u>814-539-7579</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____ _____	PHONE _____ TOLL FREE _____ FAX _____

0006





2444 Wilshire Blvd., Suite 280  
 Santa Monica, CA 90403  
 t 310.570.2052 / 800.909.9950  
 f 310.526.8497 / c 310.590.8150  
 bandreas@softscript.com  
 www.softscript.com

**BRANDON PHILLIPS**  
 Director of Customer Relations

*100% USA Based Medical Transcription*



**John Cardinal**  
 Vice President

jc@tsouth.com

www.tsouth.com

13555 Automobile Blvd.  
 Suite 530  
 Clearwater FL 33762  
 Ph. 727.571.3302  
 Fx. 727.571.1317

800.630.4733

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 HIGHER STANDARDS™  
 medical transcription services

**Patty Barrett, CMT, AHDI-F** T 412.209.128  
 Vice President, Account Management/US Operations F 412.209.129  
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 www.acusis.com Pittsburgh, PA 1522



*M3 Medical Management Services, Ltd.*

**Sean Kirby**  
 Operations Manager

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

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 & Account Management  
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 Houston, TX 77077  
 281.749.4759 dir  
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 dave.olson@cardinalhealth.com



CardinalHealth

cardinalhealth.com

WEST 13008



Jeffrey R. Hubbard  
President

***Perry Johnson & Associates, Inc.***  
*Medical Transcription Services*

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Phone: (800) 803-6330  
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Fax: 248-247-3454



Jon Gabster, RHIA  
Director of HIM Sales

**Diskriter**  
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P: 1-800-242-1622 x 317  
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0008



Jesper P. Nielsen  
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WEH 13008



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

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Sargent's Court Reporting Service, Inc.  
 Sargent's Personnel Agency, Inc.  
 Sargent's Transcription Service, Inc.  
[www.sargents.com](http://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 be 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 HIPAA/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 (HIPAA) 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



0013

## WELCH COMMUNITY HOSPITAL

## CLINIC NOTE

NAME:  
MR N#:  
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<sup>o</sup>:

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<sup>o</sup>:  
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 biopsy 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 fiberoptic scope 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 brisk and I had to suction, suction, suction to try to get this to even visualize anything. I then did a blind biopsy 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 biopsied 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 biopsied 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°:**

**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<sup>o</sup>:  
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<sup>o</sup>:**

**ADMI. 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. Vldot, 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<sup>o</sup>:  
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**

**NAME:**

**MR N<sup>o</sup>:**

**ADM. DATE:**

0020

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<sup>o</sup>:  
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:2188874

## 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 N<sup>o</sup>:

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.

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	\$0.0974	\$29,220.00
40,000	Discharge Summaries provided within 48 hours	\$0.0974	\$3,896.00
50,000	STAT Reports provided within 90 minutes	\$0.0974	\$4,870.00
60,000	H & P Reports	\$0.0974	\$5,844.00
<b>Grand Total</b>			<b>\$43,830.00</b>

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.

Jeffrey R. Hubbard President  
Name of Authorized Representative Title

[Signature] 10/22/12  
Vendor Signature Date

755 W. Big Beaver Rd. Suite 1375 Troy, MI 48084  
Vendor Address

1489 W. Warm Springs Rd. Suite  
Vendor Remit to Address

800-803-6330 248-247-3465 jhubbard@pjats.com  
Telephone Fax E-mail

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 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.

Perry Johnson Associates, Inc.  
Company  
  
Authorized Signature  
10/22/12  
Date

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





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

**Perry Johnson & Associates, Inc.**  
 1489 W. Warm Springs, Suite 110  
 Henderson, NV 89012

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	TELEPHONE	DATE
	800-803-0330	10/22/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	74-3143749	

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

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.