

Response to



Workforce West Virginia

Transcription Services

RFQ# WWV14127

October 31, 2013

Prepared By:



**Dictate Express**

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October 31, 2013

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

Re: RFQ# WWV14127 Transcription Services – Due October 31, 2013

Dear Mr. Guy Nisbet:

Dictate Express, Inc. is pleased to submit the following bid for your consideration. Dictate Express has reviewed and accepts the terms and conditions of RFQ# WWV14127

We are highly qualified to provide professional transcription services to the Workforce West Virginia. Dictate Express was incorporated in December 2006 and is an Economically Disadvantaged Woman-Owned Small Business (8E) incorporated in the state of California. Prior to 2006, Dictate Express was known as New Planet Solutions. Dictate Express currently provides transcription services to government, legal, and law enforcement agencies across the United States. Dictate Express is a privately-held United States based company generating approximately \$750 thousand annually in transcription services.

Transcription services will be performed by accredited U.S. based transcriptionists. We are highly familiar with the law enforcement processes, its specific terminology, and have the technical and service capabilities required to successfully provide transcription services to the Workforce West Virginia. Dictate Express has nearly 50 highly experienced transcriptionists providing transcription and Quality Assurance. Our quality standards will meet and exceed the Workforce West Virginia's accuracy rate and Turn Around Time as specified within the solicitation. Dictate Express maintains a dedicated team of senior staff on our customer care team. The customer care team interfaces directly with clients, transcriptionists and editors on a 24/7 basis to ensure a trouble-free experience.

We have diligently prepared this bid response and believe that we have fully and completely addressed all of the items raised in the solicitation. If the review committee feels anything is unclear or inadequately addressed, we trust that you will contact us and give us the opportunity to answer your questions.

Sincerely,



Mark Caton  
Vice President

Dictate Express, Inc.  
777 S HWY 101, Suite 202 Solana Beach, CA 92075  
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## **1. DICTATE EXPRESS**

Dictate Express, Inc. is a leading technology-enabled service company, which provides innovative transcription solutions for legal, law enforcement, and judicial organizations. Dictate Express specializes in products and services that facilitate adoption while improving outcomes in legal quality, workflow efficiencies, and financial considerations. Dictate Express has focused on the technologies that improve transcription workflow while reducing the burden of unfamiliar and time-consuming tasks. Dictate Express has been providing quality transcription services for over 10 years.

Dictate Express was incorporated in December 2006 and is an Economically Disadvantaged Woman-Owned Small Business (8E) incorporated in the state of California. Prior to 2006, Dictate Express was known as New Planet Solutions. Dictate Express, with revenues of approximately \$750 thousand annually, presently services over 200 clients across the United States. Dictate Express has the ability and capacity to successfully produce transcriptions for the Workforce West Virginia.

### **Dictate Express Advantage**

With Dictate Express you get the technology of a "big company" and the customized customer care of a "small company" – the best of both worlds! We have the "big company" experience and ability that is second-to-none in the industry, regardless of size. We have innovative systems and processes in place. We have successfully implemented them in the past and are successfully performing them now. We can, and do, offer the most modern technology available in the industry today.

We are, however, a "small company" with all the personal client touches that implies. When you call our office, you will not get voicemail or have to play telephone tag to get a question answered. We customize your account to meet your needs – you don't have to fit your requirements into our processes. You are very important to us and you will be treated that way by everyone at Dictate Express.

## 2. MANAGEMENT AND KEY PERSONNEL

Annette Caton - President - Annette has been a business leader and technology advocate for the last 20 years. Beginning her career in Los Angeles in the film industry and later with "The Simpsons" as Director of New Media Annette oversees the financial and operational aspects of Dictate Express.

Mark Caton - Vice President Sales - Mark brings a seven year background in information technology, finance, and business operations. Mark has been with Dictate Express since its inception and has guided the transition and growth of Dictate Express from 4 transcriptionists to a current level of nearly 50. Mark will oversee all aspects of business operations for this contract.

Angela McConnell - Vice President Operations - would be your Account Manager. She began her career in transcription in 1985. Among her early responsibilities was the task of designing all of the systems used in performing Federal Agencies contracts, including the design and implementation of the transition to digital recording several years ago as well as the planning, preparation and implementation of setting up many Federal Agencies accounts. Her management expertise exists in all areas of medical and legal transcription.

Cassi McConnell - Manager of Legal Operations - would be the Project Manager. She brings over five years of experience in the medical and legal transcription field as well as computer technology experience. Cassi would be responsible for the day-to-day management of this contract and would be the primary contact the Workforce West Virginia.

Max Baker - Technical Supervisor - Max has over 20 years of experience as a software engineer, computer programmer, website designer and network trouble shooter. She has the responsibility for all of the software and hardware used by Dictate Express as well as any interfaces required. In addition, Dictate Express has access to outside knowledgeable programmer/technical staff to promptly and competently respond to questions and devise solutions to problems.

Bryan Ladd - Director of IT - As head of IT operations, Bryan is responsible for server and network operations, security compliance, data management, and electronic implementation. Bryan has over 15 years of IT management experience.

At least one member of the management team will always be present in the office during regular working hours and all of them have the ability **and authority** to answer any questions that may arise and to take whatever steps are necessary to resolve an issue. There will be no voice mail and/or telephone tag to play as you attempt to contact someone who has the ability and authority to answer your questions.

### Transcriptionists

Dictate Express currently employs nearly 50 Certified Transcriptionists. It is not our policy to divulge the names of specific transcriptionists assigned to a particular account. However, most have been working in this field for the past several years and have direct experience with legal terminology and processes. All transcriptionists for this account reside in the US and have passed the Dictate Express testing procedure. We cannot provide typing speeds because we do not test for speed, believing that accuracy is more important than speed. Legal knowledge, evaluated by our testing, is most important so the transcriptionist can produce reports with a minimum of stopping to research terminology.

Dictate Express hires only experienced transcriptionists. After an extensive testing process only the top 15% of all applicants are asked to interview. Upon completion of a detailed reference and background review offers are sent to those individuals who best subscribe to the core values of Dictate Express.

**Background Check Policy:**

Dictate Express conducts background checks on all job candidates post-offer (contingency offer). Dictate Express engages a third party administrator Clear Screening, Inc. to conduct background checks. The type of information that can be collected by this agency includes, but is not limited to, a criminal background check, education, employment history, credit, and professional and personal references. This process is conducted to verify the accuracy of the information provided by the candidate and determine his/her suitability for employment.

Dictate Express will ensure that all background checks are held in compliance with applicable federal and state statutes, such as the Fair Credit Reporting Act.

All criminal background screens are conducted post-offer (contingency offer). However, as part of Title VII of the Civil Rights Act, this information cannot be used as a basis for denying employment, unless it is determined to be job-related. Dictate Express reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

Dictate Express requires all contractors who routinely perform work for the company to be in compliance with this policy.

### **3. DICTATE EXPRESS PROCESS**

As described in the solicitation provided by the Workforce West Virginia, dictation is estimated at 120 requests annually with turnaround time (TAT) being 48 hours.

Upon receipt of each request, Dictate Express's process for receiving, transcribing and returning requests are as follows:

a) Upload Process

Dictate Express is positioned to provide immediate uploads and downloads of digital audio and completed transcripts through our secure FTP server. This capability, which is common practice for Dictate Express for many accounts, will allow for faster processing and return of transcripts.

b) Transcription Process

Once a digital audio file has been uploaded and a request received, it will be assigned to one of our US based Certified Transcriptionists for completion. Upon the transcriptionists' completion, the completed transcript will be assigned to Dictate Express's Quality Assurance team through the secure file server to be thoroughly checked for errors and corrections made.

b) Return of Transcripts

Dictate Express is positioned to provide electronic delivery of all completed transcripts to Workforce West Virginia within 48 hours of the receipt of request.

c) Turnaround Time (TAT)

Dictate Express will meet or exceed the TAT requirements as described in RFQ# WWV14127. -100% of requests needed within 48 hours will be completed and delivered through electronic email in a Microsoft Word format compatible with the Board of Review.

### **Quality Assurance**

1. Quality Assurance System (QA): Dictate Express has implemented and maintains a QA system that results in correction of potential and actual problems throughout the contract. The QA system contains processes for corrective actions without dependence upon direction from the Workforce West Virginia and maintains records of all Dictate Express QA reviews and corrective actions.

2. Quality Reports: Reports shall be of the highest professional quality in the body of the text as well as any information in the header and footer. Dictate Express uses a legal spell checker on each document and performs corrections for spelling and grammar. Dictate Express shall be responsible for ensuring that all transcription is prepared using correct grammar, spelling and legal terminology, including that particular to any subspecialty. Dictate Express shall be responsible for checking legal dictionaries and current reference sources as required to distinguish between similar sounding legal terms.

3. Screening and Proofreading: Dictate Express's procedures provide for screening and proofreading for the accuracy of all reports prior to transmittal. For any words or phrases that cannot be transcribed due to difficulties in hearing or understanding the dictator, then the transcriptionist shall enter a control code. This action inserts an incomplete marker which identifies it as an actionable item and where within the audio it occurred. The transcriptionist then continues typing. The Dictate Express software system keeps track of all incomplete markers. Upon completion, the report goes to an "incomplete queue" for review and correction.

4. Corrected Reports: Any reports returned to Dictate Express for correction for reasons stated herein, or reports that are otherwise unacceptable by the Workforce West Virginia will be returned to Dictate Express within 48 hours of discovery of the error or problem, and shall be corrected within 24 hours of receipt at no additional expense.
5. Inaudible Reports: If any dictation should prove to be significantly or totally inaudible or otherwise unable to be transcribed, Dictate Express shall notify the Workforce West Virginia within 24 hours of receipt of such dictation for problem resolution.
6. Order of Transcriptions: Reports are transcribed in the order in which they were received. Expedited reports shall be prioritized separately and processed in the order received.
7. Partial Dictation: A partial dictation is any incomplete report. Dictation may be interrupted if there is an equipment malfunction or if the dictator terminates the dictation prior to the end of the report. Dictate Express shall combine segments of the same report prior to final preparation, delivery, and billing to the Workforce West Virginia. Otherwise, Dictate Express shall submit partial dictation unless specifically cancelled by the originator of the dictation.
8. Misplaced Reports: Misplaced reports are reports delivered and verified as transmitted but not delivered to the Workforce West Virginia. Dictate Express shall be accountable for any misplaced reports. Any transcription redone due to a misplaced report shall be transcribed and returned within two (2) hours after receipt of notice.
9. Errors: Errors are defined as incorrect or omitted legal terminology that is clearly dictated, punctuation or spelling which changes the meaning of the sentence, entering material that is not dictated, entering material that is not part of the report such as dictator's directions to transcriptionist, unauthorized abbreviations, misspelled words that would have been caught by a spell-check program, or dictation that is clearly intelligible.
10. Process for QA: Quality Assurance of legal transcription begins with the generation of the recording. Accuracy and completeness of document content are dependent upon the clarity of the recording.
11. Quality Standard: Dictate Express shall maintain a quality standard of 98.5% accuracy based on a monthly random sampling report. Percentage is based on ratio of errors to lines. (Example: 1000 lines produced, 15 errors:  $15/1000=0.015$  errors. Accuracy is 98.5%).



**Corrections**

Should an error be identified, the report can be flagged and sent back to Dictate Express for correction if desired. Problem audio is directed to the Workforce West Virginia for review and correction of dictation issues. After the Workforce West Virginia has reviewed the dictation issue, such reports can be returned to Dictate Express for corrections. Reports that are otherwise unacceptable can be returned to Dictate Express within 48 hours of discovery of the error or problem, and will be corrected within 24 hours of receipt at no additional expense.

## **4. SECURITY**

### Data Security Features

Dictate Express's platform, when configured properly by the System Administrator, adheres to the guidelines outlined in the HIPAA and HITECH regulations, providing an additional layer of data security to the Workforce West Virginia.

Dictate Express can utilize either public (e.g. Internet) or private networks (e.g. VPNs) to transfer data from one system to another. All data transfers across public or private networks are transmitted using the HTTPS protocol and encrypted using the industry standard Secure Socket Layer (SSL) technology. This insures that all data is protected from unauthorized access while in transmission between Dictate Express systems and the Workforce West Virginia (i.e. "data in motion").

Dictate Express protects data that is in permanent storage ("at rest") by storing the data in secure, firewall protected, virus-protected data centers that host the database servers used by Dictate Express customers. These database servers can only be accessed by Dictate Express applications and authorized system administrators. Related data is stored in a commercially available database management system (DBMS) and is protected from unauthorized access via secure embedded login credentials that are required to access data in the DBMS. Data is further protected by separating the actual transcribed document files from the database itself.

When users access data from their local workstations, the data is encrypted and stored in a local copy of the database and protected from unauthorized access via the same security and encryption mechanisms used by the server. Only the current report that is being transcribed or displayed is stored in the local DBMS and is permanently erased once the user is finished with it.

## **5. SYSTEM RELIABILITY AND BACKUP**

a) Fault tolerance begins with High Availability (HA): The Dictate Express transcription service is hosted in a HA data center, and on HA physical infrastructure. In addition to HA, we augment our fault tolerance with full redundancy. Our architecture eliminates any single point of failure. In combination, both HA and full redundancy address virtually all infrastructure related system faults.

Dictate Express maintains redundant components and systems to facilitate automated failover in the event of a failure. We regularly test the automated failover functionality by forcing the failure of our infrastructure components.

Dictate Express systems have redundant power supplies, redundant power taps and redundant hard drives in RAID configurations. Redundant components with a single power supply are split onto-different power taps. All Systems have multiple network connections to redundant switches and are housed in nondescript, Mission-critical Tier-1 Data Centers which are seismically fortified, environmentally controlled, with oversized standby diesel generators that are regularly maintained and tested. Physical access requires both physical and biometric authentication and the entire Data Center, including all public areas is under complete 24-hour video surveillance.

b) Infrastructure: Dictate Express has implemented an n+1 High Availability (HA) environment and, with the exception of previously scheduled maintenance, the database and system remain available 24/7. Due to our HA, multi-server approach, we achieve more than 99.9% uptime. Our Data Centers use multiple ultra High-Capacity Tier 1 providers for high-availability Internet Access.

Dictate Express has implemented a highly sophisticated Storage Area Network which allows for snapshots of our database every 15 minutes. These snapshots are generated instantaneously and are immediately available for mounting and recovery as necessary. We also utilize SOL Log Shipping and we perform full online backups daily both to tape and disk for expedient recovery.

If required to restore a database, several options are at our disposal:

- Mount a snapshot. Any snapshot can be brought online in minutes.
- Restore a database (from disk or tape).

It has been Dictate Express's experience based upon our HA infrastructure and the elimination of any single point of failure that neither authors' or transcriptionists' work can be deleted from the system by connectivity or system failure.

In the example of a recording that is interrupted by a communications issue, the completed recording will have been captured by the voice management system and not lost. Once a connection has been re-established the recording would restart using the same account and complete the recording. Dictate Express's recording software would link the two parts of the dictation for transcription.

### **Service Level Guarantees**

a) Network: We guarantee that our data center network will be available 100% of the time in a given month, excluding scheduled maintenance. The data center network means the portion of the Dictate Express network extending from the outbound port on your edge device to the outbound port of the data center border router and includes Dictate Express managed switches, routers, and cabling.

b) Infrastructure: We guarantee that data center HVAC and power will be functioning 100% of the time in a given month, excluding scheduled maintenance. Power includes UPSs, PDUs and cabling, but does not

include the power supplies on your servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems.

c) Hardware: We guarantee the functioning of the following dedicated Dictate Express hardware: (i) servers, firewalls, and load balancers; (ii) attached storage devices; and (iii) network attached storage devices. Hardware repair or replacement will begin once we identify the cause of the problem. Hardware repair or replacement is guaranteed to be complete within five hours of problem identification for network attached storage devices and within one hour of problem identification for all other hardware covered by this guarantee.

## **Support and Maintenance**

### **1. Monitoring the System**

Dictate Express utilizes several system management solutions including active monitoring of system logs, SNMP traps and statistics, as well as Syslog events. All information is stored in a central database for alert management and trending. Additionally, the application has operational management user interfaces for monitoring distributed system processes from a central user interface. The monitor can display the "health" of a system process (such as the asynchronous archiving or communications services) as well as the last contact with the process, allowing the system to alert individuals when processes are overdue for contact.

### **2. Escalation Policy**

Our internal escalation timeframes for critical problems are as follows:

- a) Receipt of customer call by 1st level support, our initial customer contact, will attempt by phone and via access over the Internet to address the requirement or concern.
- b) After a maximum of 2 hours without resolution or earlier if identified, the requirement will be passed to 2nd level support if they are not already involved. Second level will define and if necessary work with 3rd level support to address the requirement.
- c) Customer support calls unresolved within the initial 2-hour period are elevated immediately internally to the Vice President of Customer Support. If the call extends beyond 4 hours the customer call is elevated to the Executive Vice President and President. Calls beyond 6 hours are escalated to the CEO.

### **3. Maintenance**

For routine maintenance, since our data center based infrastructure is fully redundant, there is typically no need to schedule downtime to accommodate updates/upgrades to server side hardware and software. If it should become necessary for some reason, it is scheduled for a time when usage is lightest and clients are notified in advance. (Typically 12 - 2 a.m.).

## **6. REFERENCES**

San Diego District Attorney  
330 W. Broadway 13<sup>th</sup> Floor  
San Diego, CA 92101

Attn: Arlene K. Smith  
Assistant Chief, Administrative Services  
619-531-3082  
[arlene.smith@sdca.org](mailto:arlene.smith@sdca.org)

Delaware Department of Justice  
820 North French Street, 7<sup>th</sup> Floor  
Wilmington, DE 19801

Attn: Leon Minka  
Assistant to Attorney General  
302-577-8500  
[leon.minka@state.de.us](mailto:leon.minka@state.de.us)

Division of Employment Security Appeals  
421 East Dunklin Street  
Jefferson City, MO 65101

Attn: Athea Ziehmer  
Claims Supervisor  
Appeals Post-Hearing Unit  
573-751-3882  
[Athea.Ziehmer@dolir.mo.gov](mailto:Athea.Ziehmer@dolir.mo.gov)

Commonwealth of Virginia  
Workers Compensation Commission  
1000 DMV Drive  
Richmond, VA 23220

Attn: Jeremiah Smallwood  
Judicial Assistant  
804-205-3943  
[Jeremiah.Smallwood@vwc.state.va.us](mailto:Jeremiah.Smallwood@vwc.state.va.us)

WWV14127  
Pricing Page for Transcription  
Services

10/03/2013

Item	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Annual Cost
1	Transcribing Hearing from Cassette Tapes of Digital Recordings	per page	30,000	\$1.93	\$57,900.00
2	Transcribing Telephone Dictation	per page	7,000	\$1.93	\$13,510.00
3	Typing of Decisions/Orders	per page	20,000	\$1.93	\$38,600.00
4	Documentation copying (original)	per page	300,000	0.0455	\$13,650.00
5	Multiple Copy Charges	per page	100,000	0.0455	\$4,550.00
	<b>TOTAL</b>				<b>\$128,210.00</b>

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.

Dictate Express, Inc  
(Company)

MC  
(Authorized Signature)

Mark Caton Vice President  
(Representative Name, Title)

858-756-1700 / 858-761-0234  
(Phone Number) (Fax Number)

10-30-2013  
(Date)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
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: Dictate Express, Inc Signed: M C
Date: 10-30-2013 Title: Vice President





## WEST VIRGINIA EXECUTIVE BRANCH CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, including any addenda, (collectively this "Agreement") is entered into between the State of West Virginia (the "State") and the undersigned, a member of the Workforce (the "User"). The State and the User are jointly referred to herein as the "Parties".

WHEREAS, the purpose of this Agreement is to secure the Confidential Information the State collects, stores, uses and discloses. Accordingly, the State is concerned with protecting the Privacy, Confidentiality, Integrity and Availability of this information, in its paper, electronic and verbal forms; and

WHEREAS, this Agreement is being instituted to ensure that all members of the Workforce fully understand their obligations to limit their Use of Confidential Information and to protect such information from Unauthorized Disclosure.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

a. **Confidential Information** means information that includes, but is not limited to, demographic, medical, and financial information in any form protected by statute or when the release of which would constitute an unreasonable invasion of Privacy, unless the public interest by clear and convincing evidence requires Disclosure in the particular instance, as approved by the designated State counsel or designee. Confidential Information also includes Personally Identifiable Information (PII), as that term is defined below. Confidential Information may be in paper, electronic and verbal forms, and includes images as well as text. Confidential Information includes all information designated confidential by law, rule, policy or procedure, as may be amended from time to time, (collectively referred to herein as "Policy"), such as passwords, client names, trade secrets, information concerning any taxpayer (from any return, declaration, application, audit, investigation, film, record or report) and security audits.

b. **Disclosure** means the release, transfer, provision of access to, sale, divulgence or communication in any other manner of information outside the entity holding the information, in accordance with Policy, as may be amended from time to time.

c. **Need to Know** means the principle that states a User shall only have Access to the minimum information necessary to perform a particular function in the exercise of his or her responsibilities.

d. **Personally Identifiable Information** or PII means all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. PII also includes Protected Health Information (PHI) as that term is defined below. PII is contained in public and non-public records. Examples may include but are not limited to a specific individual's: first name (or initial) and last name (current or former); geographical address; electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number dedicated to contacting the individual at his or her physical place of residence; social security account number; credit and debit card numbers; financial records, including checking, savings and other financial account numbers, and loan accounts and payment history; consumer report information; mother's maiden name; biometric identifiers, including but not limited to, fingerprints, palm prints, facial recognition, full face image and iris scans; driver identification number; birth date; birth, adoption or death certificate numbers; physical description; genetic information; medical, disability or employment records, including salary information; computer information, including information collected through an internet Cookie; and criminal records and history. When connected with one or more of the items of information specified above, PII includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

e. **Protected Health Information** or PHI is a subset of PII and means, with regard to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) covered entities (*see* 45 C.F.R. §106.103), individually identifiable health information, including demographic information, whether oral or recorded in any form or medium that relates to an individual's health, health care services and supplies, or payment for services or supplies, and which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual including, but not limited to, preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present, or future payment for the provision of health care to an individual; and which includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected Health Information does not include records covered by the Family Educational Right and Privacy Act, 20 U.S.C. 1232g, and employment records held by the entity in its role as employer.

f. **Use** means the access, utilization, employment, application, examination or analysis of information within an entity that maintains such information.

g. **Workforce** means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for the State, is under the control of the State, whether or not the State pays them. Workforce does not include Vendors.

h. Any terms not defined herein shall have the definitions afforded them within the Privacy Policy Definitions currently located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

2. Treatment of Confidential Information:

a. The User shall only collect and retain Confidential Information in conformity with Policy.

b. To the extent that the User has a Need to Know Confidential Information, the User may have Access to and shall use such Confidential Information, in conformity with Policy, as may be amended from time to time.

c. The User shall not disclose to anyone, directly or indirectly, any such Confidential Information, unless the individual who is the subject of the Confidential Information consents to the Disclosure in writing or the Disclosure is made pursuant to Policy. At no time shall the Confidential Information be disclosed or used for a personal or non-work-related reason. If information-specific release provisions and restrictions do not exist, then the User shall only disclose Confidential Information (1) upon approval of the designated State counsel or designee; or (2) to individuals who are known by the User to have prior authorization by his or her supervisor to have Access to the information. All of the above applies to release of information in total or fragmented form. When Confidential Information is disclosed, care should be taken to prevent the redisclosure of that information to unauthorized persons or entities. Further, the User shall not misuse any media, documents, forms, or certificates in any manner which might compromise Confidentiality or Security or be otherwise illegal or violate policy, such as altering a record or using a certificate improperly.

d. The User shall protect Confidential Information from unauthorized collection, Use, Access, transfer, sale, Disclosure, alteration, retention or destruction whether accidental or intentional and shall take necessary precautions to secure such Confidential Information to the extent possible.

e. The User is bound by this Agreement and shall continue to protect the Confidential Information to which the User previously had Access, even when he or she no longer has Access to the same, including after termination of the Workforce relationship. The User shall report Incidents pursuant to the Response to Unauthorized Disclosures procedure located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

f. If the User has any questions about this Agreement or the Confidentiality of information or its collection, Use or release, he or she shall request clarification from his or her immediate supervisor or appropriate Privacy Officer.

g. Any document, report, study, article or other written information in whatever format that the User prepares, or information in whatever format that might be given to the User as a member of the Workforce, and any software, computer equipment, or any other property including, but not limited to, copyrighted materials that may be made available from time to time, are the property of the State, or in the custody or control of the State, and shall remain in the State's possession, except as specifically consented to by the State. The User has no ownership rights to or interest in any information owned by or in the custody or control of the State.

h. The User's Access to Confidential Information is at the sole discretion of the State, and may be monitored, audited, modified, suspended, or terminated at any time.

i. The User shall comply with this Agreement and any applicable Privacy or Security policy. Such Compliance is a condition of employment and the User's failure to so comply may subject the User to disciplinary action up to and including dismissal. In addition, the State reserves the right to seek any remedy available at law or in equity for any violation of this Agreement. Further, the User may be subject to civil and criminal penalties for the unauthorized Use or Disclosure of Confidential Information.

Printed Name: \_\_\_\_\_

Mark Caton

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

M C

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

10-30-2013

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWV14127**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Dictate Express, Inc.  
Company

M C  
Authorized Signature

10-30-2013  
Date

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