



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

[List View](#)**General Information**

Contact

Default Values

Discount

Document Information

Procurement Folder: 61039

Procurement Type: Central Master Agreement

Vendor ID: 000000229782

Legal Name: M2COMSYS

Alias/DBA:

Total Bid: \$0.07

Response Date: 04/02/2015

Response Time: 12:52

SO Doc Code: CRFQ

SO Dept: 0932

SO Doc ID: DRS1500000005

Published Date: 3/23/15

Close Date: 4/2/15

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO. 2. -  
TRANSCRIPTION SERVICES FOR   

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State Of West Virginia  
 Solicitation Response**

**Proc Folder :** 61039

**Solicitation Description :** ADDENDUM NO. 2. -TRANSCRIPTION SERVICES FOR THE WVDRS

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-04-02 13:30:00	SR 0932 ESR03251500000002750	1

VENDOR
000000229782 M2COMSYS

**FOR INFORMATION CONTACT THE BUYER**  
 Evelyn Melton  
 (304) 558-7023  
 evelyn.p.melton@wv.gov

**Signature X** **FEIN #** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$0.07	

Comm Code	Manufacturer	Specification	Model #
41105803			

**Extended Description :** ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.  
  
ADDENDUM NO. 2 IS ISSUED:

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: M2 COMSYS  
Authorized Signature: Julie Jon Date: 4.2.15

State of Nevada  
County of Clark, to-wit:

Taken, subscribed, and sworn to before me this 2 day of April, 2015.

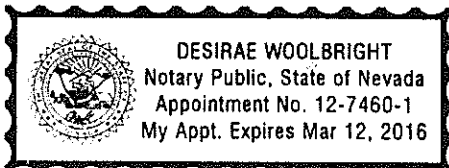
My Commission expires March 12, 2016.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Desirae Woolbright

Purchasing Affidavit (Revised 07/01/2012)





*Technical Response to Solicitation No: CRFQ DRS1500000005*

*Transcription Services for the West Virginia Disability Determination Section*

**M2COMSYS**

**811 Grier Drive, Suite D, Las Vegas, NV 89119**

**Phone: 702.733.8781**

**Fax: 702.733.7961**

**Email: [m2biz@m2comsys.com](mailto:m2biz@m2comsys.com) . Web: [www.m2comsys.com](http://www.m2comsys.com)**

**LETTER OF TRANSMITTAL**

April 2, 2015

**Attn:** Evelyn P. Melton

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV-25305-0130

RE: CRFQ DRS150000005- Transcription Services

Dear Ms. Melton,

M2ComSys is pleased to submit its proposal pursuant to the referenced solicitation.

M2ComSys has been in business for the last 19 years; providing medical and professional transcription services, software support and design, back-office staffing and AutoCAD services. We are based in Las Vegas, Nevada with employees working throughout the country.

We have been providing similar transcription services for the State of Colorado Department of Human Services - Mental Health Institutes, Catawba Hospital, State of Virginia, Georgia Department of Behavioral Health and Developmental Disabilities, Southwest Orthopedic & Reconstructive Specialists (Oklahoma) and the Desert Orthopedic Center (Las Vegas).

Our solution includes all the resources needed to complete the job.

This document as well as all the attachments and supporting documentation form our response to CRFQ\_DRS150000005 Tele-Transcription Services for Consultative Examination Sources

If there is any additional information you need, please free to contact me.

Sincerely,

Julia K. Johnson  
Business Development Manager  
M2comsys

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**Other attachments on wvOasis:**

- Addendum -1*
- Addendum -2*
- Vendor preference certificate*
- HIPAA business agreement*
- RFQ- miscellaneous*
- Certification and signature page*
- Addendum acknowledgement*
- ISO 27001:2005 Certificate*



**BID FORMAT DETAILS:**

BID format: This quote or proposal shall follow along the format on the RFQ. For ease of reference, each paragraph on the RFQ is listed exactly as given on the RFQ and is followed by our (M2ComSys') response in blue font. Wherever applicable, certain sections of our response shall be cross-referenced to relevant appendices, which shall be placed towards the end of the proposal. In addition to this document, all other attachments shall be signed and uploaded on to the wvOASIS site. Throughout the response, M2ComSys will also be referred to as 'M2' or 'We' and the West Virginia Disability Determination Section, will be referred to as 'DDS' or 'the Client'.

**PART 1-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.

**M2ComSys Response:** We understand and agree to abide by the provisions stated above.

**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.

**M2ComSys Response:** We understand the above specification.

**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. 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.

**M2ComSys Response:** Not applicable.

**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. Submitted e-mail should have solicitation number in the subject line.

**Question Submission Deadline: February 18, 2015 - end of business**

Submit Questions to: **Evelyn P. Melton**

**2019 Washington Street, East**

**Charleston, WV 25305**

**Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)**

**Email: evelyn.p.melton~wv.gov**

**M2ComSys Response:** We understand this specification. We did receive Addendums 1 and 2 dated 3/10/2015 and 3/23/2015.

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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.

**M2ComSys Response:** We understand the above specification.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

**Department of Administration,**

**Purchasing Division**

**2019 Washington Street East**

**Charleston, WV 25305-0130**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division:

**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, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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:** (This only applies to CRFP)

Technical

Cost

**M2ComSys Response:** We are submitting our bid electronically through wvOASIS.

**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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid opening Date and Time:** March 12, 2015-Thursday @1:30P.M

**Bid Opening Location:** Department of Administration, Purchasing Division

**2019 Washington Street East**

**Charleston, WV 25305-0130**

**M2ComSys Response:** We have received the addendum stating the extension of the bid submission due date from March 12, 2015 @ 1:30 p.m. to April 2, 2015.

**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.

**M2ComSys Response:** We have received addendum 1 and 2 dated 3/10/2015 and 3/23/2015\_ respectively. The addendum acknowledgement is being submitted with this bid.

**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.

**M2ComSys Response:** We understand this specification. Each paragraph on the RFQ shall be followed by our response (M2ComSys Response) and shall be indicated in blue font. M2ComSys may also be referred to as 'M2' or 'We' throughout the response. Wherever applicable, certain sections of our response shall be cross-referenced to relevant appendices.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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.

**M2ComSys Response:** We have read and understood the above paragraph.

**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.

**M2ComSys Response:** We have read and understood the above paragraph.

**12. 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 agencies delegated and exempt purchases.

**M2ComSys Response:** We understand and agree.

**13. 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.

**M2ComSys Response:** We understand this specification.

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

**M2ComSys Response:** We understand and agree.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**M2ComSys Response:** We understand and agree.

**16. SMALL, WOMEN-OWNED, OR MINORITY OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**M2ComSys Response:** We understand this specification.

**17. 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.

**M2ComSys Response:** We understand this specification.

## **PART 2-GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document 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.

**M2ComSys Response:** Concerning the above paragraph, we understand and agree to abide by the provisions.

**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 or 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."Award Document" 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 contract holder.

2.6."Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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.

**M2ComSys Response: We understand the above.**

**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 **UPON 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 should be submitted to the Purchasing Division 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approvals is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.
- Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's** receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ Days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no events will this Contract extend for more than one fiscal year.
- Other:** See attached.

**M2ComSys Response:** We understand the above.

**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 Award. Document will be considered notice to proceed.

**M2ComSys Response:** We understand this specification.

**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.



**M2ComSys Response:** We understand and agree.

**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.

**M2ComSys Response:** We understand and agree.

**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 a 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.

**M2ComSys Response:** We understand and agree.

**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 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 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 proofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**CRFQ DRS150000005**

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \_\_\_\_\_  
or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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.

**M2ComSys Response:** We understand the above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**M2ComSys Response:** We understand and agree to abide by the above provisions.

**10. 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. Cashiers 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.

**M2ComSys Response:** We understand the above paragraph.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ 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.

**M2ComSys Response:** We understand the above.

**12. 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 Award Document, upon receipt.

**M2ComSys Response:** We understand and agree.

**13. 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.

**M2ComSys Response:** We understand and agree.

**14. 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.

**M2ComSys Response:** We understand and agree.

**15. 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.

**M2ComSys Response:** We understand and agree.

**16. 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 also 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.

**M2ComSys Response:** We understand and agree.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**M2ComSys Response:** We understand and agree.

**18. 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.

**M2ComSys Response:** We understand and agree.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.

**M2ComSys Response:** We understand and agree.

**20. 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-SA-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.

**M2ComSys Response:** We understand and agree.

**21. 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.

**M2ComSys Response:** We understand the above paragraph.

**22. 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.

**M2ComSys Response:** We understand and agree.

**23. 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.

**M2ComSys Response:** We understand and agree.

**24. 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 web sites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**M2ComSys Response:** We understand and agree.

**25. 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.

**M2ComSys Response:** We understand and agree.

**26. 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.

**M2ComSys Response:** We understand and agree.

**27. 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.

**M2ComSys Response:** We understand and agree.

**28. 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.

**M2ComSys Response:** We understand this specification.

**29. 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/a.dnllnlpurchase/privacY/default.html>.

**M2ComSys Response:** We understand and agree.

**30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. A legend or other statement indicating that all or substantially the entire bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

**M2ComSys Response:** We understand this specification.

**31. 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.

**M2ComSys Response:** We understand and agree.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document 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.

**M2ComSys Response:** We understand this specification.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**M2ComSys Response:** We understand this specification.

**34. 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 order 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.

**M2ComSys Response:** We understand the above.

**35. VENDOR CERTIFICATIONS:** 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.

**M2ComSys Response:** We understand this specification.

**36. 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.

**M2ComSys Response:** We understand this specification.

**37. 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.

**M2ComSys Response:** We understand this specification.

**38. 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.

**M2ComSys Response:** We understand this specification.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**M2ComSys Response:** We understand this specification.

**40. 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.regquisitions@wv.gov.

**M2ComSys Response:** We understand this specification.

**41. 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.

**M2ComSys Response:** We understand this specification.

**42. 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 § SA-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 hearth, 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:

c. 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

d. 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.

**M2ComSys Response:** We understand the above specifications.

**43. 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.

**M2ComSys Response:** Not Applicable.

### **PART 3-SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Rehabilitation Services, Disability Determination Section (DDS) to establish a contract for Tele-Transcription Services for Consultative Examination Sources. The DDS estimates the previous year's quantity to be 2.3 million lines.

**M2ComSys Response:** We understand and agree to this statement.

**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**"Contract Services" means the provision of typed Consultative Examination (CE) Reports and related services as more fully described in these specifications.

**2.2**"Pricing Section" means the pages, contained in wvOASIS, upon which Vendor should list its proposed price for the Contract Services.

**2.3**"Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**M2ComSys Response:** M2ComSys has read and understand all the terms, and their definitions specified above.

**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1.** Vendor must have a minimum 5 years' experience providing transcription services of the same or similar nature.

**M2ComSys Response:** We have more than nineteen (19) years experience providing medical transcription services to various hospitals, clinics and other similar organizations across the United States.

**3.2.** All transcriptionists must have a minimum 2 years' experience transcribing medical related reports.

**M2ComSys Response:** All M2ComSys personnel working on this contract will have more than two years of experience in transcribing medical reports.

Our transcriptionists are highly experienced in the transcription of different medical reports, including, but not limited to, Consultative Examination (CE) reports, autopsies, death summaries, Workers' Compensation Reports, Compensation and Pension examinations, independent medical evaluation reports, history and physicals, consultation notes, discharge summaries, procedure notes, special procedures, progress notes, nuclear medicine, optometry reports, chronic care reports, clinic notes, SOAP notes, emergency room notes, operative reports, EEG reports, social work service reports, OT and PT reports, interventional radiology reports, speech and audiology reports, and so forth. Our transcription workforce has been transcribing reports pertaining to specialties including, but not limited to psychology, pathology, radiology, psychiatry, orthopedics, orthopedic surgery, ophthalmology, obstetrics and gynecology, oncology, neurology, neurosurgery, dermatology, pediatrics, geriatrics, cardiology, urology, otology, rheumatology, audiology, nephrology, general surgery, vascular surgery, thoracic surgery, plastic surgery, oral surgery, anesthesiology, gastroenterology, endocrinology, hematology, immunology, general medicine, emergency medicine, nuclear medicine, anesthesiology, dentistry, drug and alcohol treatment, internal medicine, pulmonary medicine, and ambulatory care.

#### **4. MANDATORY REQUIREMENTS:**

**4.1** Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** Typed Consultative Examination (CE) reports to be utilized in evaluating the severity of claims, to be paid at a per line rate, and meet the following requirements:

**M2ComSys Response:** We agree to the conditions specified in the above paragraph.

**4.1.1.1** A line is defined as follows: The Microsoft Word total character count with spaces per document divided by 75 will equal the billable lines for the document. Should the resulting billable lines not be an even number; that number will be rounded up. For example, a document with 5,882 characters with spaces as determined by Microsoft Word software divided by 75 equals 78.42 lines which rounded up equals 79 billable lines for that document.

**M2ComSys Response:** We understand and agree to the definition of a line and the determination of the total billable lines from each transcript as described in the above paragraph.

4.1.1.2 Vendor shall, at a minimum, provide invoices bi-monthly.

**M2ComSys Response:** M2ComSys shall provide the invoices for this contract bi-monthly at a minimum.

4.1.1.3 All transcription is to be performed in a safe secured site that ensures the confidentiality of all reports and can be monitored and/or audited by the vendor and/or the Disability Determination Section (DDS). All work pertaining to this contract must be performed in the vendor's facility under the direct supervision of the designated vendor at all times. Social Security Administration's regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data, without prior written consent of the State Agency (DDS). The vendor must have a plan in place to safeguard confidentiality. No information obtained in connection with this contract will be transmitted electronically or by any other means, unless it is encrypted using the most secure systems (environment/software) available. In the event that the vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish purchasing agency with the names, qualifications, experience of their proposed subcontractors. However, the Vendor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this contract. The subcontractor must adhere to the same facility requirements as the Vendor. Additionally, any subcontracts formed must also contain the information specified herein.

**M2ComSys Response:** We acknowledge and agree to the statement that work should be performed from a safe location and that the confidentiality of information must be maintained at all times. All work related to this contract will be done in our secure office locations based in the United States and India. Our US location is at a protected location, viz., 811 Grier Drive, Suite D, Las Vegas, Nevada. Our transcription center in India is located in Technopark, a highly sophisticated and secure Technology Center (the largest in Asia) in Trivandrum, Kerala, India. Moreover, the Information Security Management System of our Trivandrum center is ISO 27001:2005 certified. Please see attached ISO certificate.

Our designated supervisors will make sure that work performed under this contract is monitored at all times. We will not subcontract any part of this contract without prior notification and consent of the DDS. We have a plan in place to safeguard confidentiality. Apart from signing a client-specified confidentiality agreement, our employees are required to comply with HIPAA policies.

M2ComSys shall ensure that no information obtained in connection with this contract will be transmitted electronically or by any other means, unless it is encrypted.

We propose to use VoiceSys, our proprietary Dictation, and Transcription Management Suite to perform the services stated on the RFQ. VoiceSys has appropriate security safeguards to maintain the security and confidentiality of all information that we

receive, store, process or transmit in connection with the provision of dictation and transcription services.

- 2048-bit encryption
- User authentication
- Role-based access, context-based access, and user-based access
- Automatic inactivity log-off
- Audit trail and audit logs
- Encrypted data handling
- Encrypted e-mails

Our secure networks offer the following advantages:

- Secure HP, Cisco, Dell Enterprise Hardware & Support
- Cisco & Sonic Wall Firewalls
- Secure Tier 1 Network
- Secure 80-100 Mbps backup internet connection
- Robust and secure servers
- Sonic Wall VPN access with 3DES Encryption
- Dedicated Support team backed by robust security management
- Global Data Centers at strategically placed locations
- Use of RAID (redundant array of independent disks), a data storage virtualization technology that combines multiple disk drive components into a logical unit for the purposes of data redundancy

The physical security measures we have adopted at all our locations are the following:

- RFID-based Access Control System to control entry into and exit from our building, server rooms, transcription center, and other sensitive locations
- 24 x 7 electronic surveillance systems (CCTV) with Digital Video Recording in and around our building, server rooms, transcription center, and other sensitive locations.
- 24 x 7 security personnel manning our office.
- Smoke alarms and fire extinguishers.
- 24 x 7 security personnel manning our office.
- Smoke alarms and fire extinguishers.
- Disabling of external drives and USB ports on all systems.
- Prohibiting the bringing in or taking out of any paper or document.
- Uninterrupted power supply.
- Equipment protection via lightning and surge protectors.
- Locked cabinets for sensitive physical assets.
- Prohibiting the bringing in or taking out of any paper or document.

Every M2ComSys employee is instructed on the importance of confidentiality. Utilizing different approaches, we try to instill in our personnel the need to maintain

confidentiality at all times. As part of our transcription training, we conduct a Confidentiality Training Program for our employees handling transcription-related information. They are required to sign a nondisclosure and confidentiality agreement when hired.

The information security plan at M2ComSys is an ongoing cycle of identifying policy and requirements, training users, enforcing compliance, and assessing results for continual improvement.

The salient feature of our Information Security Management System is the adoption of ISO 27001 standards, which include but are not limited to the following mandates:

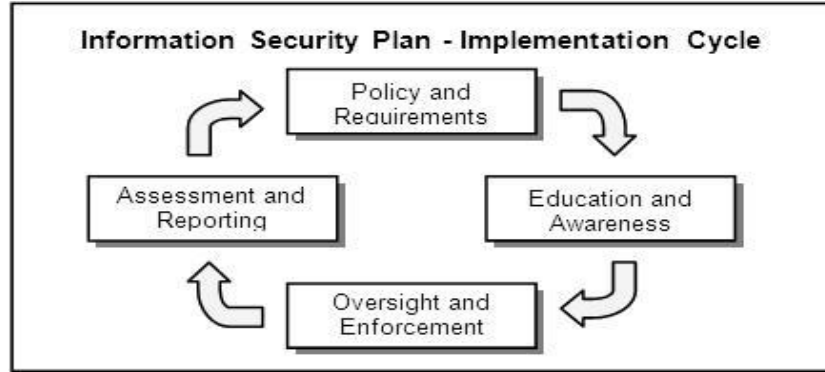
The Security Policy is approved and published by the management and sent to all employees and other relevant external parties. The Security Policy is reviewed at planned intervals. The internal organization of information security involves management commitment to information security, information security co-ordination, and allocation of information security responsibilities. Approved authorization processes for information processing facilities, compliance with confidentiality agreements, and proper contact with authorities and special interest groups, as well as the independent review of information security such as External ISO Audits as well as Vulnerability Assessment and Penetration Testing are other salient features of our security system.

The risks to the organization's information assets and information processing facilities are properly identified and handled adequately using various regulatory standards. Acceptable rules for the usage of information and assets are properly identified, documented and implemented

Information is classified in terms of its value, legal requirement, sensitivity, and vitality to the organization. Implementation of procedures for information labeling and handling are carried out. All roles and responsibilities of employees, contractors and third parties are properly defined and carried out after a thorough screening of their background in accordance with laws, regulations, and ethics. Hired personnel have their security responsibilities explained in their job contract. The management is responsible for information security awareness, education, and training to all employees and third parties as per ISO 27001 norms. Formal disciplinary action is taken against any violators.

In a nutshell, Asset Management and Protection, Human Resources Security, Physical and Environmental Security, Communications and Operations Management, Access control, Information Security Incident Management, Business Continuity Management, Compliance with legal requirements, Compliance with Security Policies and Standards, and Technical Compliance as well as Information Systems Audits are the cardinal features of our Information Security System.





**4.1.1.4** Vendor must provide accurate typed reports in a timely manner to both the appropriate DDS office and consultative exam source.

**M2ComSys Response:** M2ComSys will provide the completed reports within the specified TAT period to both the appropriate DDS office and the consultative exam source.

**4.1.1.5** Vendor is required to contact, when necessary, the dictating source to inform them of lost dictation, and/or to clarify missing or incomplete information.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.6** Vendor must have facsimile machine not to transcribe reports, but to send and receive communications from the DDS.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.7** Vendor must electronically transmit or make available by a secured means, an original to the dictating physician for proofing, Mail back up should be available. The vendor will be responsible for postage costs and envelopes incurred in mailing the reports.

**M2ComSys Response:** We understand and agree to this statement. We will ensure that an original is sent to the dictating physician for proofing. We will provide the necessary mail back up as required. We acknowledge that we will be responsible for any postage costs incurred during the mailing of reports.

**4.1.1.8** Reports must be submitted the day the report is transcribed. A copy of each transcribed report must be electronically transmitted to the DDS within twenty-four hours from the date the dictation was available to the vendor for typing.

**M2ComSys Response:** We can guarantee that all transcribed reports will be electronically transmitted to the DDS within the specified TAT period.

**4.1.1.9** Vendor must provide secure storage of the reports and any related documentation for a minimum of 60 months from the date of completion.



**M2ComSys Response:** We understand and agree to this requirement. We have a data retention policy where client-specified retention periods are accounted for.

**4.1.1.10** The vendor is responsible for all telephone charges connected to transmission of consultative examinations to the DDS.

**M2ComSys Response:** We understand and agree to this requirement.

**4.1.1.11** The vendor will be responsible for all charges for overnight mail in the event that the equipment malfunctions and a backup system is not available.

**M2ComSys Response:** We understand and agree to this requirement.

**4.1.1.12** Vendor must provide reports, upon request, to the DDS indicating the pending dictation received in the past 24 hours.

**M2ComSys Response:** We understand and agree to this requirement.

**4.1.1.13** Vendor must observe the confidentiality of transcribed reports as required by the Federal Privacy Act and the Freedom of Information Act.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.13.1** Vendor employees who will perform this contractual work shall be required to sign a statement of confidentiality. (Copy attached)

**M2ComSys Response:** We understand and agree to meet this requirement.

**4.1.1.13.2** The original copy of each signed statement must be submitted to the DDS two (2) weeks prior to full implementation of service. During the life of the contract, any new or additional employees are required to sign a statement of confidentiality and the original copy sent to the DDS prior to their beginning work on this contract.

**M2ComSys Response:** We understand and agree to meet this requirement.

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

must be definitively destroyed in a similar manner that prevents reconstruction as well.

**M2ComSys Response:** We certify compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. We ensure that without the formal permission of DDS, we shall never disclose any information that identifies a claimant, physician, or facility. M2ComSys is committed to safeguarding the privacy of our clients' sensitive information.

We take all possible measures to protect patient information. Our internal procedures for privacy and security meet and exceed all HIPAA regulations related to Electronic Transmission of Patient Information.

- M2ComSys ensures the security and confidentiality of Protected Health Information (PHI).
- M2ComSys maintains an audit trail of all individuals who have had access to PHI.

We have implemented technology and business processes in our operations to support the above key requirements. Most importantly, we perform a HIPAA self-assessment every 6 months. We use encryption and password protection to prevent unauthorized access to PHI. We educate our workforce on the penalties for HIPAA non-compliance.

We understand that the primary focus of HIPAA is to restrict the unauthorized dissemination of patient health care information. The conditions under which information can be conveyed are spelled out very explicitly. If the Act does not specifically allow healthcare information to be shared in a certain manner or under a certain set of conditions, then sharing of information is prohibited. We understand that the rules specifically pertain to health information that is transmitted or maintained in any form (oral, paper, electronic, etc.) and which contains patient identifying information. Patient identifying information includes entities such as name, address, social security number, phone number, and any other information, which could be used to identify an individual. We have written instructions as to how information will be used and to whom it will be disseminated. We consent to standards that must be complied with, allowing for the use and maintenance of personal information as provided for by the Act by signing a Business Agreement with our clients at the commencement of a contract. We understand that disclosure or use of information for any other purpose or to any other organization requires specific authorization from the originator of the information. We assure the DDS that health information will be conveyed to our employees only after they provide written assurance to guarantee the protection of the information. We have included formal HIPAA training in our HR induction program, which is given to all employees as they join the company. This ensures that they understand the requirements of the Privacy Act as they pertain to their specific duties. All our employees who deal

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with Medical Transcription related information are required to sign a Confidentiality statement as well as an Information Access Agreement form.

Similarly, we have an established operational procedure to dispose records ready for disposal. All paper and electronic media used for the reports will be destroyed by burning, pulping, shredding, macerating, or other suitable means. This shall ensure that the information in the record is definitively destroyed. This means that the material cannot be reassembled and used in an inappropriate manner in violation of laws.

<b>Media Type</b>	<b>Clear</b>	<b>Purge</b>	<b>Physical Destruction</b>
Hard Copy (Paper or Microfilm)	See Physical Destruction	See Physical Destruction	Shred, pulp, macerate disintegrate, pulverize or burn
Hand-Held Devices (Cell Phones, Personal Digital Assistants (PDA) (Palm, Pocket PC, others)	Manually delete all information and then perform a full media reset to factory defaults	Same as Clear	Shred, disintegrate, pulverize, or incinerate
Networking Devices (Routers, Switches, Firewalls, VPN Appliances, etc.)	Reset the device back to its factory default settings	Same as Clear.	Shred, disintegrate, pulverize, or incinerate
Miscellaneous Office Equipment (Copy Machines, Fax Machines, Printers)	Reset the device back to its factory default settings	Same as Clear.	Shred, disintegrate, pulverize, or incinerate

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Magnetic Disks (Floppies, Hard Drives, Zip Disks)	Overwrite media by using an industry standard and validated overwriting method. Overwriting should, at a minimum, consist of a single pass overwrite with all zeroes or all ones	Overwrite media by using an industry standard and validated overwriting method. Degaussing or firmware based Secure Erase techniques are acceptable alternatives	Shred, disintegrate, pulverize, or incinerate
Magnetic Tapes (Reels and Cassette Format Magnetic Tapes)	Overwrite media by either re-recording (overwriting) random, unrestricted data over existing data or degaussing	Degauss using an NSA/CSS-approved degausser	Shred, disintegrate, pulverize, or incinerate
Optical Disks (CDs and DVDs)	See Physical Destruction	See Physical Destruction	Shred, disintegrate, pulverize, or incinerate
Memory Devices (Compact Flash, SD Cards, Flash Cards, PROMs, NVRAM, electronic passwords, Smartcards, etc.)	Overwrite media by using a validated overwriting method. Overwriting should, at a minimum, consist of a single pass overwrite with all zeros or all ones	Overwrite media by using a validated overwriting method	Shred, disintegrate, wipe, pulverize, or incinerate

**4.1.1.15** Vendor shall provide sufficient 800-telephone code access for dictating of reports by the consultants from any location in the United States without busy signals.

**M2ComSys Response:** M2ComSys shall provide a toll-free 800 telephone number along with adequate telephone lines to ensure that physicians located in any part of the United States can call and dictate reports, for transcription, by the our transcriptionists without any interference or busy signals. The telephone lines will be available 24/7. We shall be responsible for the charges on these lines. The lines allow multiple callers to access and dictate at the same time. Our Telephone Dictation System, Telescriber is a component of VoiceSys, our proprietary Dictation, and Transcription Management Software Suite).

Telescriber is a secure and user-friendly system that can record audio files in digital format, using a touch-tone telephone. It handles voice recording, file encryption, and file compression. Telescriber automatically uploads completed recordings to a preset transcription facility for transcription and delivery. It

provides a password protection option on playback for compliance with data security standards. It also provides a variety of Interactive Voice Response (IVR) prompts. Users/Dictators who dictate can either access the transcribed reports online or download them. With Telescriber, a user can record an audio file, play it back, and even edit it before sending it out for transcription. They can also review and modify audio files that have been already recorded.

Telescriber has a telephone card that supports multiple channels. Thus, multiple callers can dictate at the same time without receiving a busy signal. Users with a valid Personal Identification Number (PIN) can access the system. DDS staff can automatically save completed recordings under a filename, which includes the date and time of recording, as well as other details per client preference. In case the system capacity needs to be increased to accommodate more users, a telephone card that supports more channels would be installed. Incomplete recordings are saved in the "Edit" mode, so that users who lose their line can dial back in, select the incomplete recording, and continue to record.

For more information on VoiceSys, our complete transcription suite of which Telescriber is a component, please refer Appendix B - Work Plan

**4.1.1.15.1** The 800 telephone code access shall be available twenty-four hours a day, seven days a week for the exclusive use of physicians, psychologists, and other consultants that perform examinations for the DDS.

**M2ComSys Response:** We will ensure that the Telescriber service remains available, without any disruptions, to all physicians, psychologists, and other consultants that perform examinations for the DDS 24/7.

**4.1.1.15.2** The 800 telephone service lines must permit multiple callers to access and dictate at the same time.

**M2ComSys Response:** Please refer response to section 4.1.1.15.

**4.1.1.15.3** The 800 telephone service lines and usage shall be provided at no cost to the DDS.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.15.4** System must include a recorded voice message to answer the toll free number that will assure the dictator that they have reached the vendor's system.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.15.5** Voice message must request specific information from the dictator to accurately complete a CE report, which can be promptly

mailed to the dictator or electronically provided and distributed to the correct dictator after transmission to the DDS. Both the dictator and the DDS shall receive a copy of the transcribed report.

**M2ComSys Response:** We understand and agree to this requirement. Telescriber includes a standard recorded message to answer the toll-free number to assure the dictator that he/she has reached our system. The recorded message prompts the caller first for an appropriate Personal Identification Number (PIN). This is to make sure that only authorized personnel can access the system. Thus, to gain access to our system, one needs to have the specific information. Completed Consultative Examination (CE) dictations can be reviewed online for editing using the eTranscribe module of VoiceSys (only if preferred) or else the user/dictator can download them via a secure encrypted (128-bit) network. We shall train the process owners on this simple and user-friendly procedure.

**4.1.1.15.6** Dictation system must have voice activated stop/start and playback capability, audible end-of-tape warning and automatic "hunt" system.

**M2ComSys Response:** We understand and agree to this requirement.

**4.1.1.15.7** Dictation system must have control features such as, but not limited to, pause, listen, and operator call feature available to dictator.

**M2ComSys Response:** Telescriber supports all these features.

**4.1.1.16** Vendor must develop and provide a minimum of 500 brochures that completely explain the features and use of the dictation system. The contents and composition must be approved by the DDS prior to printing.

**M2ComSys Response:** We have created brochures that describe our entire dictation and transcription workflow. All the features are well defined and will provide the readers a clear understanding of the dictation system's technical capability. The contents and composition shall be approved by the DDS prior to printing. For our existing and past clients, we have provided similar training material and so we can assure the DDS that a minimum of 500 copies can be sent out to the list of names and addresses of CE consultants provided by the DDS. We will do this at no cost to the DDS. We acknowledge that we shall provide the rest of the copies to the DDS within two weeks of contract implementation. We also agree to send brochures to consultants acquired after the beginning of the contract period. We acknowledge that if additional brochures are required, the DDS will notify us, in which case we will provide additional brochures to the DDS at no cost.

**4.1.1.16.1** DDS will provide a list of names and addresses to the vendor for mailing the brochures to the consultants prior to commencement of services. The remainder of the brochures is to be delivered to the DDS upon full implementation of services within two weeks of contract commencement. The DDS will provide updates on new consultants that will be utilizing the transcription service during the life of the contract.

**M2ComSys Response:** Please refer response to 4.1.1.16.

**4.1.1.16.2** The Brochures shall be provided at no cost to the DDS. Additional no cost brochures may be requested during the life of the contract.

**M2ComSys Response:** Please refer response to 4.1.1.16.

**4.1.1.16.3** All postage shall be paid by the vendor for all brochure mailings.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.17** Vendor must provide and maintain a 24 hour, seven day a week toll free customer service number, in addition to the 800 dictation system number, to handle questions from dictating sources, and provide a contact person's name. This number is to be included in the brochure.

**M2ComSys Response:** M2ComSys provides round-the-clock, toll-free customer service and email addresses that can be reached to answer and resolve questions or issues from dictating sources, efficiently and effectively.

Clients can report issues via email to [support@m2comsys.com](mailto:support@m2comsys.com). Requests via email will receive email confirmation within 15 minutes.

Support via email is available 24 hours / 365 days. Our toll-free number is (866) 733-8781.

Our Customer Support line (702) 988-2131 is available 24 hours/365 days. The client can leave a message and our support team will return their call as soon as possible. All calls will be answered, unless operators are busy with another call.

- Emergency issues will be addressed within 30 minutes.
- Critical issues will be addressed within 4 hours.
- Major issues will be addressed within 8 hours.
- Minor issues will be resolved within 24 hours.

If the technical issue has not been resolved to the client's satisfaction, they can call, text, or mail the following contact personnel:

- Anil Kumar - Cell: (702) 204-7171 ; Email: [anilk@m2comsys.com](mailto:anilk@m2comsys.com)

- Binu Mathews - Cell: (702) 204-5151 ; Email: binum@m2comsys.com

For all other unresolved issues, they can call, text, or mail Julie Johnson - Cell: (702) 785-3677, Email: julie.johnson@m2comsys.com

**4.1.1.18** The Social Security Administration has established an electronic disability folder. The vendor must have the resources to meet these requirements to access the eData Web Site.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.18.1** Must have access to an internet browser that supports 128 bit encryption.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.18.2** Must provide the name, address, phone number, and SSN for individuals within an organization that will have access to the PIN and password.

**M2ComSys Response:** We understand and agree to this statement. We will provide the details in the event of contract award.

**4.1.1.18.3** Must provide the name, address, telephone number, email address and SSN if you will use the web site as an individual.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.18.4** Must provide an electronic record of a transcription in one of the following electronic file formats: .doc, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, .tiff, .tif, and .zip.

**M2ComSys Response:** We understand and agree to this statement and prefer doc., txt, and pdf but are open to all forms. VoiceSys generates reports in the .txt format. This can be converted to any of the other formats.

**4.1.1.18.5** Vendor must provide additional registration information if the requirements change during the life of the contract.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.18.6** The DDS will have the right to audit access for individuals using a single PIN or password provided for an organization.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.19** Work deemed unsatisfactory by the DDS, and proven to the vendor, will be done at one-half price. This includes unsatisfactory transcriptions that



are retyped by the DDS and work that is not accomplished in a timely manner according to the terms below.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.19.1** Vendor must have in place a quality assurance program to assure accuracy of daily transcribed reports.

**M2ComSys Response:** All transcription work is supervised by the Project Manager. The Transcription Manager and Quality Supervisor shall report to the Project Manager. The Transcription Manager is responsible for file distribution / printing and TAT compliance. The Quality Supervisor is responsible for file quality and quality improvement programs.

We prioritize client-specified rules and instructions for quality assessment. We follow a three-tier quality control system to ensure maximum accuracy even while strictly complying with turnaround times. A mandatory and supervised 3-tier Quality Assurance Process shall maintain an accuracy rate of not less than 99.5% for every transcript.

The transcription team is divided into groups. Each group consists of a maximum of 10 transcriptionists. For every 10 transcriptionists, there is one Quality Analyst, who serves as an editor and proofreader. This ratio can be modified based on the quality - related feedback from the audit team or the client. The feedback from the Quality Analyst is instantly available on the QA/QC tool on 'WordScript', the transcription/editing tool component of VoiceSys. A transcriptionist can proceed to log in to the transcription interface only after opening up the quality-related feedback interface on WordScript and acknowledging any feedback rendered by the Quality Analyst or Auditor since last login. Quality issues are discussed with the transcriptionist on a daily basis. Each team discusses quality-related matters on what we call the "Monday QW" (Monday Quality Workshop) held every Monday. The team members are required to attend at least two meetings a month to discuss guideline modifications or quality issues.

In addition to the above-mentioned editing process by Quality Analysts, files are also randomly audited by the audit team on a daily basis. The Audit team is an independent division to avoid any conflicts or bias. The software randomly selects files for audit check. The software has an option to set the percentage of files that need to be audited based on transcriptionist /location /client categories. However, audit per se, and error calculation is done manually. The audit reports are sent on a monthly basis to all senior management, managers and supervisors as well as the client, if requested. Corrective and preventive actions are

implemented based on these reports. These reports can also be made available to the client upon request.

100 % of files are subjected to proofreading and editing by Quality Analysts. For audits, the sampling scheme for our internal QC processes will be based on AQLs (Acceptable Quality Levels) set by the client. A regular inspection plan is used when the process is considered to be operating at, or slightly better than, the AQL. A tightened inspection plan is for using stricter acceptance criteria than those used in regular inspection and will be applied when the quality level is less than the AQL. A reduced inspection plan is a plan which permits smaller sample sizes than those used in regular inspection and will be used when the quality exceeds expectations.

If a transcriptionist consistently fails to meet quality benchmarks, he/she is called for a meeting to review errors and evaluate any need for support, such as constructive feedback or training. If his/her performance does not improve in a time-bound manner, such transcriptionists are subjected to additional levels of quality check and performance evaluation. After adequate time and support, if any transcriptionist fails to improve, they are terminated.

Our transcriptionists undergo a continuous quality improvement program, which includes, but is not limited to the following:

- Providing a Client Specifications Manual (CSM) with up-to-date information for reference.
- Maintaining an up-to-date list of healthcare professionals, specific to the client account.
- Providing daily-automated feedback to transcriptionists via the QA/QC tool.
- Providing archived transcripts to transcriptionists for learning and reference.
- Assigning mentors for new transcriptionists.
- Adding (or deducting) points on monthly performance appraisal parameters of employees for meeting (or not meeting) quality and TAT requirements based on reports automatically generated via VoiceSys.
- Providing access to our online library comprising medical / English dictionaries as well as around 150 books pertaining to Medical Transcription.
- Feedback rendering and discussions.
- Monthly team-based quality review meetings.

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We strive for 100% quality on all reports. To prevent transcription errors and safeguard patient care, we have adopted the accuracy goals recommended by AHDI. The overall expectation is an accuracy rate equal to or greater than 99.5%. The QA/QC tool in our transcription-editing tool WordScript, can be easily customized to calculate error points and error percentages. Each file transcribed by a transcriptionist is reviewed with respect to the edited version (done by a quality analyst) with the help of this tool to get a statistical report. The manual ongoing random quality check by the audit team described above eliminates unfair deductions that could occur with automatic comparison. Error percentage is calculated using the AHDI error category analysis.

Errors/omissions in medical transcription are broadly classified into three:

- Critical errors (affect patient safety).
- Major errors (affect document integrity).
- Minor errors (affect neither patient safety nor document integrity; just used to point out minor errors, or recommended areas of improvement for a transcriptionist).

Error points are indicated in parentheses alongside each error category below.

Critical Errors	Major Errors	Minor Errors
Wrong Medical Term (3)	Blank Term/Value (2)	Wrong Header Data (1)
Wrong Value (3)	Wrong Comprehension (1.5)	Grammatical Error (0.5)
Wrong Drug/Dosage (3)	Protocol Error (1)	Wrong Macro (0.5)
Patient Id Error [MRNo.] (3)	Word Omission/Addition (2)	Minor Error/Punctuation (0.5)
Blunder (3)	Wrong Spelling ( 1.5)	Format Error (0.5)
	Name/Place Error (1.5)	Blank Difficult Word (0)

Error points indicate the number of points an Auditor or Quality Analyst deducts while editing/ auditing. The error free percentage is calculated as the accuracy percentage.

**4.1.1.19.2** Vendor shall maintain procedures so dictation is not lost or overlooked. Vendor shall manage problem dictation such as those with incomplete dictation of doctor's name, address, or claimant name, dictations with incomprehensible words, phrases, etc., so that problems are resolved as much as possible before transmission of completed report. Vendor shall have procedures for handling partial dictations so that reports dictated in two or more sessions are connected and transmitted to DDS as a single report. Vendor shall have procedures to handle the following problems: dictator's speech is too fast, too soft, or is garbled or muffled; dictator has foreign accent; dictator plays tape into telephone. Some CE sources may prefer to dictate into a tape and forward these to the vendor for completion.

**M2ComSys Response:** M2ComSys has procedures in place to ensure that all files are taken care of in the best possible manner. In case there is some sort of issue with the dictation such as discrepancies in the dictation of doctors' names, addresses, or claimants names or dictations with unintelligible words, phrases, etc., we have procedures to make sure that problems are resolved as much as possible before the completed transcripts are transmitted. The transcriptionists shall notify such discrepancies via flagging the report. At the next level of editing, the editor tries to decipher these and if the issue is still not resolved, our Transcription Manager shall contact the client representative or these shall be flagged using a notation that is agreed upon with the client at contract award, such as the use of asterisk or bold type. VoiceSys has the capability to handle incomplete files, so that reports that are dictated in two or more sessions are connected via file naming or other protocols and sent out to DDS as a single report. We have similar procedures to handle the problems like when the dictator's speech is too fast, too soft, or is distorted or muffled; dictator has a foreign accent; or the dictator plays tape into telephone. We acknowledge and agree that some CE sources may prefer to dictate into a tape and send these to our office for completion. We have a system in place to handle those situations. We have a team that manages ESL dictators' reports. We shall also dedicate a highly experienced team to handle what we call "difficult dictations", [dictations with incomprehensible words/ phrases or where the dictator's speech is too fast, too soft, or is garbled or muffled or 'tape to telephone' dictations. They are given more time to process these with compensatory time-related productivity metrics in place.

**4.1.1.19.3** Vendor's timely performance will be considered satisfactory when at least 95% of dictated reports are transcribed and transmitted to DDS within two (2) working days of dictation. Assessment will be done as the DDS monitors the logs and runs reports and inquiries. These reports and inquiries will concern, but not be limited to date of

dictation, date typed, and transmission date. Vendor shall maintain a high level of quality. There shall be no more than three (3) typographical errors or misspelled words per report. Correction by erasure is not acceptable. The DDS reserves the right to require, at no extra charge, the retyping or correction and transmission of reports with more than three (3) typographical errors or misspelled words, or with incorrect format or complaints about quality from the dictator. Quality performance will be assessed by the DDS based on any complaints and staff review of typed reports. The quality performance is satisfactory when at least 98% of the reports have no complaints from dictators or DDS staff that there were more than three (3) typing errors or misspelled words or that incorrect format is used.

In the event that the performance standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. The DDS will notify the vendor of unsatisfactory performance, which shall be followed up by a written notification summarizing the unsatisfactory performance. If performance is still unsatisfactory thirty (30) days following written notice to the vendor, a contract line item rate reduction of 10% will be implemented.

**M2ComSys Response:** We understand and agree to this statement.

**4.1.1.20** Reports must be typed using portrait letter size format. The top, bottom, and side margins shall be no more than 1 W' on all transcribed reports and contain the following information:

**M2ComSys Response:** We understand and agree to this statement. We can create any kind of client-specified template for automatic selection via VoiceSys. Our QA team and client process executives shall take care of this. All transcriptionists assigned to this contract shall receive a default template on the editing tool component of VoiceSys, viz., Wordscript, anytime they select a DDS file for transcription. We can thus meet all the above-mentioned requirements.

**4.1.1.20.1** Include the dictator's name and address and examiner's name on the initial page of each report;

**M2ComSys Response:** We understand and agree to this statement. All transcriptionists assigned to this contract shall receive a default template on the editing tool component of VoiceSys, viz., Wordscript.

**4.1.1.20.2** Include the claimant's name, Social Security number, and appropriate page number at the top of all pages;

**M2ComSys Response:** We understand and agree to this statement. All transcriptionists assigned to this contract shall receive a default template on the editing tool component of VoiceSys, viz., Wordscript.

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

**M2ComSys Response:** We understand and agree to this statement. All transcriptionists assigned to this contract shall receive a default template on the editing tool component of VoiceSys, viz., Wordscript.

**4.1.1.21** The vendor is responsible for safeguarding personally identifiable information (PII) and immediately reporting any loss to the appropriate State Agency (DDS) official. The vendor shall ensure that all employees report lost or possibly lost PH immediately. The vendor shall gather the following information to report the loss of PH: Contact information, description of loss (including time and location), what safeguards were used, which components (divisions or areas) were involved, whether external organizations were contacted, and whether other reports have been filed (e.g., law enforcement).

**M2ComSys Response:** M2ComSys acknowledges and agrees that it shall observe the confidentiality of files at all times. All personally identifiable information (PII) will be securely stored and safeguarded from unauthorized access. We acknowledge and agree to report any loss to the appropriate DDS official. Our employees are given strict instructions to report any lost or possibly lost PII as soon as possible. To report the loss, we will gather the following information: Contact information, description of loss, what safeguards were in place, which components were involved, whether external organizations were contacted, and whether other reports have been filed. We have a security system in place in line with ISO 27001 standards. Security incident reporting is a vital part of the system. Lost or possibly lost PII is considered a security incident. We have customized incident-reporting forms for the above-mentioned contingency and its resolution.

The salient features of our Security incident policy are the following.

- M2ComSys will ensure that it reacts appropriately to any actual or suspected incidents relating to Information Systems and information per se (including but not limited to PHI and sensitive PII) within its custody.
- All employees and users of the information and facilities handled by M2ComSys are responsible for maintaining the safety and confidentiality of PHI & PII. Any breach in such confidentiality is considered a major security incident and should be reported as soon as possible.
- Any employee who comes across such a breach should notify the Transcription Manager.
- If the Transcription Manager notices a breach of PII, he/she should report it as a security breach to the Security Incident Response Team (SIRT) and they will notify the State Agency.

For more information, please refer [Appendix D Security Incident / Complaint Management Policy](#).

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

**M2ComSys Response:** [We acknowledge and agree to the statements.](#)

## **5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Section.

**M2ComSys Response:** [We understand and agree to this statement.](#)

**5.2 Pricing Section:** Vendor should complete the Pricing Section by providing the all-inclusive per line price. Vendor should complete the Pricing Section in full as failure to complete the Pricing Section in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Section through wvOASIS, if available, or as an electronic document.

**M2ComSys Response:** [We understand and agree to this statement.](#)

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**M2ComSys Response:** [We understand and agree to this statement.](#)

**7. PAYMENT:** Agency shall pay the per line rate, as shown on the Pricing Section, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**M2ComSys Response:** We understand and agree to this statement.

**8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**M2ComSys Response:** We understand and agree to this statement.

**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**M2ComSys Response:** We understand and agree to this statement. The principal service personnel working on this contract will be identified and the information will be passed on to the client once the contract has been signed.

**9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**M2ComSys Response:** We acknowledge and agree to this statement.

**9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**M2ComSys Response:** We acknowledge and agree to this statement.

**9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**M2ComSys Response:** We acknowledge and agree to this statement.

**9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**M2ComSys Response:** We acknowledge and agree to this statement.

**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.



**10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

**10.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**10.2.3.** Any other remedies available hi law or equity.

**M2ComSys Response:** M2ComSys acknowledges and agrees to all the statements specified under the above Section 10 **VENDOR DEFAULT**.

## **APPENDIX A- COMPANY BACKGROUND, EXPERIENCE & REFERENCES**

M2ComSys first ventured into the IT/ITES space in 1996. Backed by a team of skilled and diligent professionals, we made our way through a maze of opportunities to establish M2ComSys as one of the leading players in medical / professional / general transcription services, call center / back office staffing, software support and design, and AutoCAD services; in addition to being an inventor and implementer of leading-edge technology-enabled solutions in Healthcare, Software, and Engineering.

Our Main office is in Las Vegas, Nevada. We cater to a global clientele with branches and sales & support centers in the Asia-Pacific and the Middle East. Our accomplishments have helped us establish a competitive edge in this era of technological innovation that focuses on optimizing costs to fuel growth. Customer satisfaction and goodwill enhancement have always been at the heart of everything we do, providing core values to sustain a well-balanced client-relationship. A debt-free company, M2ComSys, anticipates continued growth in a diversified market. The company's continuous success is attributed to the experience of the leadership team, a profound understanding of our clients and the mindset to utilize technology to meet the ever-changing requirements in the services scenario. We have worked with over 500 clients in the US Healthcare Industry for over 19 years. M2ComSys caters to the transcription and information management needs of hospitals, integrated healthcare facility networks, medical clinics, and physicians spread throughout the United States.

### **Services Offered**

#### **IT & Application Development Services**

- Custom Software Development
- Mobile Application Development
- Enterprise Application Development
- Web-based Application Development

- Desktop Application Development
- Cloud Computing
- System Integration
- Customization and Migration
- Testing
- Maintenance and Support
- Website Design and Development

#### **IT- Enabled Services**

- Transcription Services
- Medical Coding & Billing
- Back Office Services
- Call Center Services

#### **Engineering Services**

- CAD Services
- Embedded Systems – Microcontroller-based
- Access Control & Security Systems

#### **Business Intelligence Services**

- Data Mining & Statistical Analysis

#### **Product Catalogue**

- T-CAS: a secure, HIPAA-compliant, web-based EHR software that can efficiently manage all the internal activities of a clinic in its management and operation. T-CAS is a web-based solution that does not require client-side installation. Its modular-architecture-based solution allows client-specific customization to add any features and modules, as the client needs change.
- VoiceSys: State-of-the-art Medical Transcription Software
- TeleScriber: Software that enables dictation via telephone
- Dictation Manager: Software that enables dictation using PC, Digital Recorder, or Pocket PC
- WordScript: Transcription editing tool with Integrated Playback Controls and Spell Checker
- MedLIS: Secure laboratory management software that efficiently manages all the activities involved in the operation and management of a clinical laboratory
- iSmartDM: A dictation and medical transcript management Smartphone app designed specifically for physicians. It is simple, yet feature-rich.
- ScanGard: Electronic Access Control and Time & Attendance System

**CRFQ DRS150000005**

- iSynergy: Project Management System that automates the software project development process
- Payroll System: Payroll Management System that automates the payroll processes of an organization
- Inventory System: Inventory Management System that manages the inventory information of an organization
- R-POS: Point-of-Sale Restaurant Management System

We allow clients to benefit from geographical differences in skill-sets and cost of inputs. We are known as M- Squared Software and Services in India.

**CLIENT REFERENCES**

PROJECT NAME	CONTACT INFORMATION
<p><b>State of Colorado Department of Human Services, Mental Health Institutes (CMHIP), Pueblo &amp; Fort Logan, CO</b></p> <p>We provide remote transcription services for these state facilities. Some of the file types transcribed by us include Annual Psychiatric Assessment Update, Psychiatric Client Progress Notes, Psychological Evaluations, Neuropsychological Evaluations.</p>	<p>Gloria Herrera                      OMS/Transcription Coordinator                      Medical Records                      (719) 546-4610</p>
<p><b>Catawba Hospital, Catawba, Virginia</b></p> <p>We transcribe Admission Histories, Death Summaries, Discharge Summaries, Forensic Reports, Progress Notes, and Transfer Summary files that are dictated using a toll - free telephone dictation system.</p>	<p>Robin Wright                      Director of Purchasing                      (540) 375-4200</p>
<p><b>Georgia Dept. of Behavioral Health and Developmental Disabilities (DBHDD)</b></p> <p>For DBHDD, we transcribe Psychiatric Weekly Progress Notes, Monthly Progress Notes, Initial Psych Evaluations, Discharge Summaries, and Annual Psych Evaluations.</p>	<p>Joann Hamilton                      Medical Records/HIMS Director                      (478) 445-4365</p>

<p><b>Southwest Orthopedic &amp; Reconstructive Specialists (SOS) , Oklahoma</b></p> <p>For SOS we transcribe Worker's Compensation Reports, Initial consultations, Progress Reports, Operative Reports, Letters, and X-ray Reports. All files are dictated using digital Dictaphones and sent back using eTranscribe.</p>	<p>Farokh Farkhoy (405) 632-4468</p>
<p><b>Desert Orthopedic Center (DOC), Las Vegas</b></p> <p>For DOC, we transcribe Workmen’s Compensation Claims, Consultations, Follow-up Reports, Operative Reports, and letters. All files are dictated using digital dictaphones and sent back using eTranscribe.</p>	<p>Michael Pendleton (702) 731-1616</p>
<p><b>Alaska Native Medical Center Anchorage &amp; NSRHC, Nome</b></p> <p>We provide document management services, interface development, and maintenance for hospitals, 20 field remote clinics, and over 180 medical providers.</p>	<p>Mark Jackson, MA, RHIA Director, Health Information Services (907) 729-3008</p>
<p><b>Naval Medical Center San Diego, CA</b></p> <p>We provide transcription and document management services utilizing onsite and remote staff, with DoD security clearance. Our staff is trained on CHCS, Carestream and Essentris. We utilize Lanier, Olympus and our own proprietary systems. We handle radiology and pathology dictations for this client.</p>	<p>Andrew Waters, Manager Radiology Department (619) 532-8715  R. Chris Boodhoo, Supervisor, Pathology Department (619) 532-8851</p>
<p><b>Southwest Medical Associates (SMA) Las Vegas, NV</b></p> <p>We have provided remote medical transcription services to SMA for over 17 years, for more than 475 physicians of all specialties. On an average, we transcribe around 1 million lines per month.</p>	<p>Samantha Moore IT Systems Analyst Clinical Applications Support (CAS) (702) 242-7257</p>

**APPENDIX B-WORK PLAN**

We plan to provide Transcription Services for DDS by utilizing the services of highly experienced and knowledgeable transcriptionists in medical terminology and associated document transcription services.

**Implementation Timeframe**

<b>ACTIVITY</b>	<b>Day 1-2</b>	<b>Day 3-12</b>	<b>Day 13-14</b>	<b>Day 15</b>
<b>Requirements Analysis</b>				
<b>Transcription Interface</b>				
<b>Encounter System Modifications for EHR</b>				
<b>Telescriber Implementation</b>				
<b>Pilot System</b>				
<b>Implementation</b>				
<b>Troubleshooting issues on implementation</b>				

**Phase 1** Obtaining all necessary information needed to set up the software as well as instructions relating to transcription, providers, formats, templates, workflow, etc. Phase 1 will be initiated on the 1st business day after signing the contract and will be completed within 2 days.

**Phase 2**-Installation of software and workflow setup. Phase 2 will be initiated on the 3rd day. All kinds of required interfaces and implementation will be completed within 10 days.

**Phase 3**-Training and the start of the ongoing phase, which includes medical transcription, quality control, and maintenance of software, policies, and workflow. Phase 3 will be initiated on the 13th day and will be completed in 2 days.

**Phase 4**-Troubleshooting of any issues identified after implementation to ensure the smooth functioning of the system on a long-term basis. Phase 4 will be initiated on the 15th day.

**Task responsibilities of DDS**

Project Manager: DDS will provide a Project Manager to take timely decisions and verify the deliverables during the implementation period.

**Task responsibilities of M2ComSys**

Project Manager/ Account Manager: We will assign a Project Manager/Account Manager to manage and execute the project and to communicate with DDS. The primary responsibility of the Project Manager will be to ensure smooth communication between the DDS and M2.

Quality Assurance Team: The Quality Assurance Team of M2 will ensure that the transcription team adheres to DDS’s quality assurance policies and procedures during all phases of the contract.

Implementation Team: The Implementation Team of M2 will undertake the technology-related activities during contract startup.

Training Team: The Training Team will undertake the end-user training activities.

**Training:**

As stated, we will use our proprietary Dictation and Transcription Management Suite, VoiceSys, to provide the services as per the Scope of Services on this RFQ.

We propose the use of these different modes for providing training to DDS users, on our methodology.

- Online Training Webinars or via VPN or Skype or Conference calls
- Onsite Training

User documentation – We will provide the following system and user documentation to DDS

- Brochures
- Technical manuals
- Quick references

We have created brochures that describe our entire dictation and transcription workflow. All its features are well defined and will provide the readers with a clear picture of the technical capability of our proposed system.

We shall conduct additional hours per year of user training as requested by DDS. User training shall be provided by us without charge to DDS for any upgrades or other changes to the transcription system. Topics must be mutually agreeable to DDS and M2. We shall provide three (3) training sessions for up to 25 users of the transcription system, designed to ensure that all staff involved with the system are able to use and understand all of the system within fifteen (15) business days after contract award. We shall provide three (3) master copies of all training material being used to train individuals in the use of the new Transcription Service.

<b>TRAINING PLAN</b>		
<b>Steps involved</b>	<b>Specifics</b>	<b>Responsibility</b>
Assessing the purpose of the training	Finalized after discussion with DDS	M2ComSys
Identifying the key aspects	Interaction with the client to focus on the major areas that require training	M2ComSys
Planning for the training	Based on the discussion with DDS	M2ComSys
Determining the content for the training	Approving the content to be provided for brochures and/or manuals	DDS
Finalizing on the various training methods	Brochures, Webinar, Skype, Live Classes, other Documents	M2ComSys

Selecting the training material	Choosing the appropriate material	M2ComSys
Training material fine-tuning	Modification of the existing content to suit the requirements of DDS	M2ComSys
Providing the necessary training	Onsite/ Online	M2ComSys

**Capacity Management Policy:**

We have a documented Capacity Management Policy. For every new contract, we follow this policy to evaluate the availability of required resources including infrastructure, hardware/software, and staff. Based on this evaluation, we will acquire any additional resources.

The dictations will be retrieved from the VoiceSys server for further processing. The VoiceSys server will be installed at our facility.

**The transcription lifecycle:**

For dictation, transcription, and document delivery, we shall use VoiceSys our proprietary transcription management suite. It comprises a set of modules built around a central SQL database. It functions seamlessly to achieve speed, accuracy, and precision data management all through the file processing lifecycle, viz., from recording to transcription.

VoiceSys supports 24x7 recordings via landline phone, digital hand-held voice recorder with secure file system, smart phone, and PC-based microphone. It can also import recordings from external applications or from external locations such as FTP.

**Phase 1: Dictation**

For DDS dictations, we propose Telescriber, the telephone dictation component of VoiceSys. (However, VoiceSys as stated above is capable of receiving dictations in multiple formats. Cassette-based dictations played back via a voice transmission line can also be sent over to VoiceSys.)

The doctors can dial into Telescriber using a toll-free line and a telephone. They can then dictate and upload the dictations onto the VoiceSys server.

Telescriber is a very user-friendly and inexpensive system that can record audio files using a touch-tone telephone. It handles voice recording, file encryption, and file compression. Telescriber automatically uploads completed recordings to a preset transcription facility for transcription and delivery. It provides a password protection option on playback for compliance with data security standards. It also provides a variety of Interactive Voice Response (IVR) prompts. Users who dictate can either access the transcribed reports online or download them. With Telescriber, a user can record an audio file, play it back, and even edit it before sending it out for transcription. Authors can also review and modify previously recorded audio files.

Telescriber has a telephone card that supports multiple channels. Thus, multiple callers can dictate at the same time without receiving busy signals. It accepts signals from regularly used touch-tone telephones. Only users with a valid Personal Identification Number (PIN) can access the system. Users can automatically save completed recordings under a filename, which includes the date and time of recording, as well as other relevant details. In case system capacity needs to be increased to accommodate more users, a telephone card that supports more channels would be installed. Incomplete recordings are saved in "Edit" mode, so that users who lose their line can dial back in, select the incomplete recording, and continue to record audio.

**Key features:**

- Highly secure login via a unique Personal Identification Number (PIN)
- Password protection
- Recording using a touch-tone telephone
- IVR system to give instructions to the user
- Highly interactive options for reviewing and editing recordings
- User-friendly menu-driven system
- GSM compression technology
- Facility to create an individual account for each author
- Supports Digital Voice Recording
- Saves incomplete recording in 'Edit' mode
- System-generated job confirmation number prompted at the end of each recording
- Facility for authors to set the turnaround time for each recording
- Supports different author templates
- Provides playback controls such as play, record, pause, stop, rewind, and forward
- Provides edit controls such as insert, append, and overwrite
- Provides a control to adjust volume
- Provides listen line capability
- Configurable playback keys
- Recording channel status display
- Provides prompts to enter preliminary data before beginning a recording
- Supports both digital and analog telephone cards
- Direct digital voice recording through telephone
- Configurable tele-keypad and settings
- Accessible from different facilities via creating different system profiles
- Fast and user-friendly query facility for channel status, call details, wave file status, etc.
- Facility to easily assign sound files for different prompts

**Phase 2- Transcription**

After prioritizing dictations based on turn-around-time (TAT), VoiceSys automatically allocates them to our transcriptionists. Audio files are assigned to transcriptionists via VoiceSys Enterprise Manager or VoiceSys Web Admin. However, this is a software-mediated process, our highly experienced



Transcription Manager and Quality Supervisor shall oversee the work of the transcriptionists. Set-up of templates shall be included in initial start-up and DDS shall not be charged for opening templates.

Logs of the transcriptionists handling files are automatically generated via VoiceSys. Our transcriptionists will use the transcription platform WordScript, (a component of VoiceSys) to download the dictations from the VoiceSys server. The transcriptionists use Wordscript to transcribe reports as well as to send the completed transcripts to the Quality Analysts to be proofread and edited. Auditors use the QA/QC tool on WordScript to audit files.

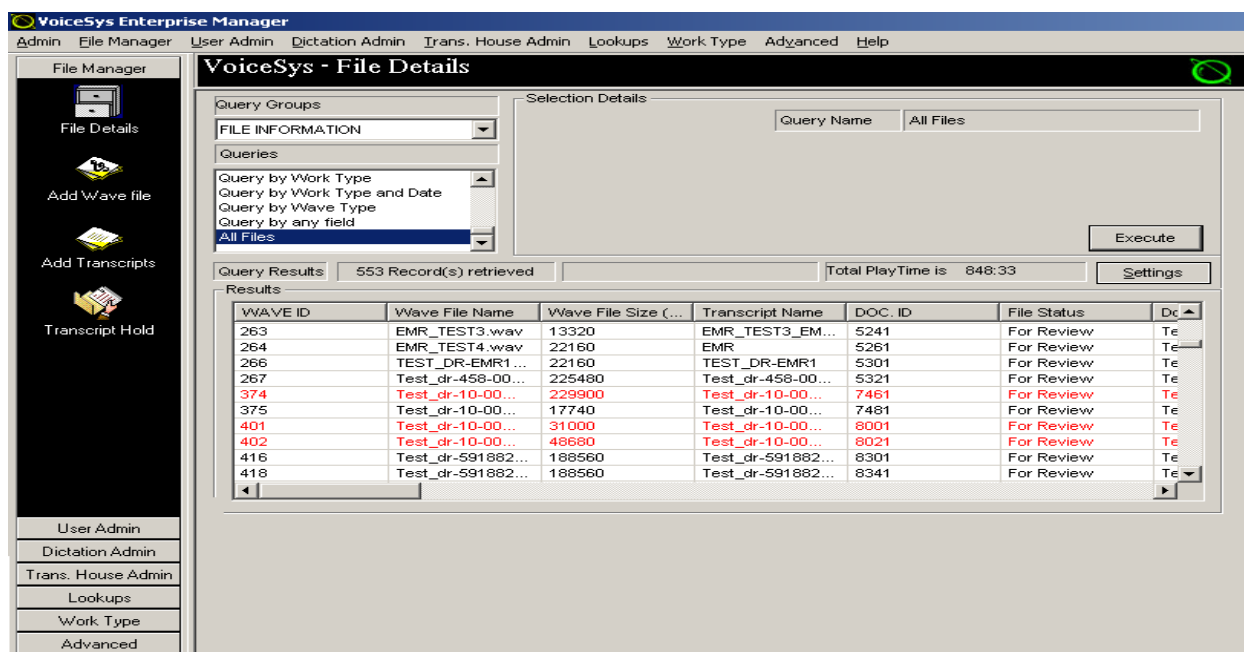
We can meet the regular TAT requirement of 24 hours and same-day TAT for STAT reports per the requirements of DDS.

We shall own, provide, and maintain all hardware and software. No hardware or software will include any exclusive proprietary devices that are outside industry generic standards. We will maintain a secure, virus free environment. Any connections, files, or media transmitted between the DDS and M2 will be secure and virus free. We shall ensure that transcription services are based on the Code of Ethics and Standards set forth by the Association for Healthcare Documentation Integrity (AHDI).

Please see below, the details of the various components of VoiceSys that shall assist in the transcription lifecycle.

### VOICESYS ENTERPRISE MANAGER

VoiceSys Enterprise Manager is at the core of the VoiceSys suite. It manages and regulates all the other components. It manages the entire file flow in the transcription system, transferring data files from the user dictating to transcriptionist, and transcribed reports from transcriptionist to the user who dictated the report. It can track all the users accessing the files flowing through the system. It provides enhanced file-monitoring features and maintains logs for reporting transcription accuracy and turnaround times.



**Key features:**

- Telemic with barcode scanner
- Document lifecycle tracking
- Secure and standards-compliant file routing
- Automatic distributed faxing, printing, FTP, e-mail
- Secure web-based access to transcribed documents
- Secure web interface for remote monitoring and reporting
- Online editing
- Electronic signature
- Built-in print / e-mail server with multiple routing options
- Import / export interface to external applications
- Wireless recording
- Custom routing and formatting options
- Voice recognition
- Automated printing and faxing to distributed locations
- Audit tracking
- Extensive search facility
- Storage of transcripts for 1 year or for the period specified by clients
- Recording and transcription data archive in multiple geographically distributed locations
- Option for authors to accept or reject documents
- Supports unlimited users

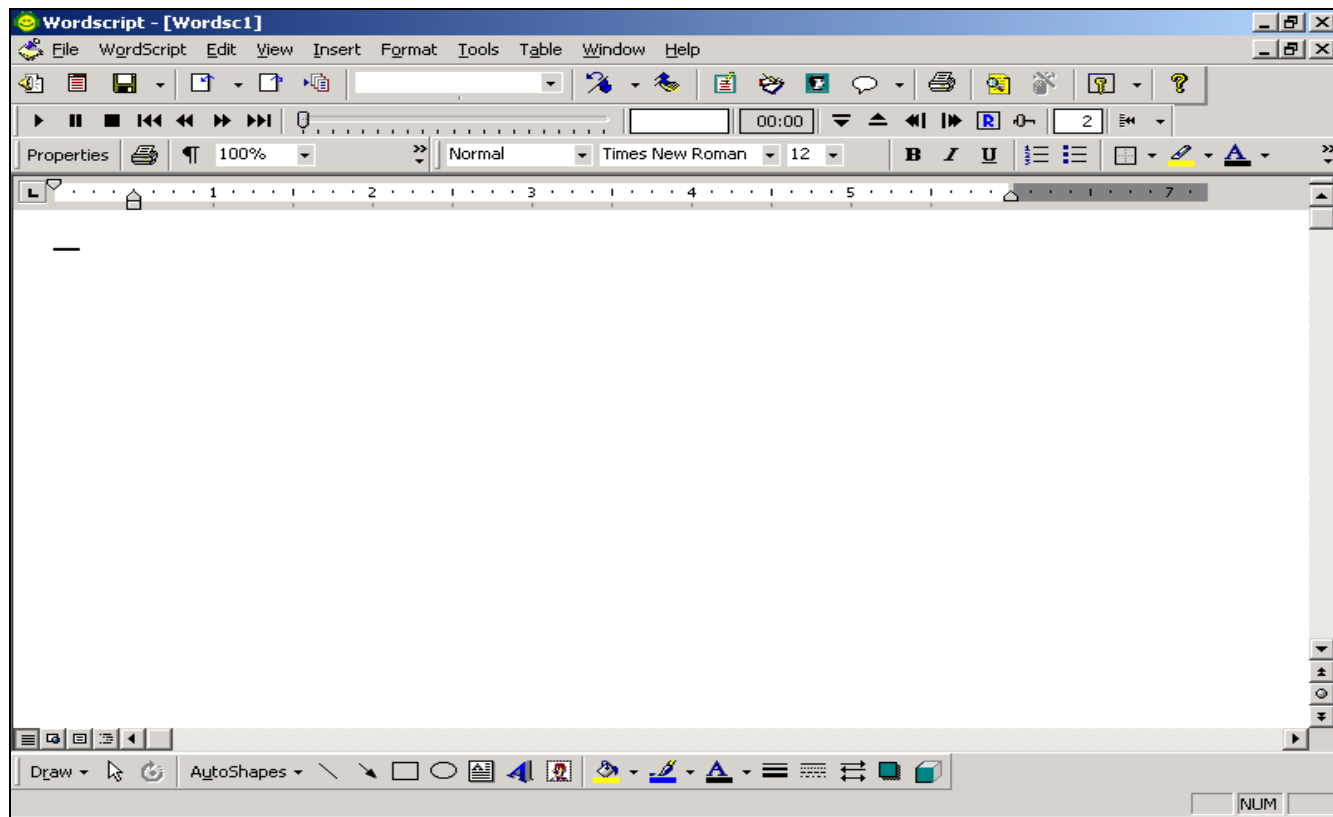
**VOICESYS WEB ADMIN**

VoiceSys Web Admin is the web-based version of VoiceSys Enterprise Manager. It is a complete, user-friendly web application, which allows access to the VoiceSys database through a web browser. This application helps monitor server-related activities at a single terminal, thus administering the network efficiently and managing the entire work via the Internet.

FILE MANAGER	Copy Status	Transcript Name	File Status	Date Received	TAT	TAT Achieved	Playtime	MRN	Specimen	Job Number	Name	VBC Line
<input type="checkbox"/>	Doc. signed	sample-9154-[29-0-37]-[02172011]-[203945]-07@12344080Y	Doc. signed	02/17/2011	24.00	24	3:25	80030628			ARNONE, SALVATORE	
<input type="checkbox"/>	Doc. signed	wbarr-3333-[161-0-36]-[02172011]-[193237]-07@12344080X	Doc. signed	02/17/2011	2.00	1	5:48				W. Kent Barr, MD, FACC, FSCAI	
<input type="checkbox"/>	For Review	trichardson-6656-[43-80042996-37]-[02172011]-[185359]-07@12344080W	For Review	02/17/2011	24.00	26	4:26	80042996			SAUNDERS, EDNA	
<input type="checkbox"/>	For Review	abarker-94114-[29-80066166-38]-[02172011]-[185104]-07@12344080V	For Review	02/17/2011	24.00	33	1:38	80066166			NATIONS, THOMAS	
<input type="checkbox"/>	For Review	kcarnes-94109-[40-0-38]-[02172011]-[184232]-07@12344080U	For Review	02/17/2011	24.00	31	0:54	80028437			KEIM, FRANK	
<input type="checkbox"/>	For Review	trichardson-6656-[42-80053580-38]-[02172011]-[183012]-07@12344080S	For Review	02/17/2011	24.00	26	2:18	80053580			WILLIAMS, JONI	
<input type="checkbox"/>	For Review	cnixon-6444-[33-80006090-38]-[02172011]-[183043]-05@12344080T	For Review	02/17/2011	24.00	31	1:15	80006090			BROWNELL-WATSON, MARGARET	
<input type="checkbox"/>	For Review	hwingo-78-[60-80208486-38]-[02172011]-[182602]-07@12344080R	For Review	02/17/2011	24.00	26	2:22	80208486			FERGUSON, LAVADA	
<input type="checkbox"/>	For Review	anotestine-94110-[117-0-32]-[02172011]-[181947]-07@12344080Q	For Review	02/17/2011	24.00	31	2:32	80032710			MITCHELL, LYLE	
<input type="checkbox"/>	For Review	rhecker-22-[48-80028811-32]-[02172011]-[181035]-05@12344080P	For Review	02/17/2011	24.00	31	1:13	80028811			SPERRY, CARLIN	
<input type="checkbox"/>	Doc. signed	spalmer-2999-[73-80208383-37]-[02172011]-[180935]-07@12344080O	Doc. signed	02/17/2011	24.00	31	1:01	80208383			BAXLEY, HALEE	
<input type="checkbox"/>	For Review	cnixon-6444-[32-80006090-38]-[02172011]-[175920]-07@12344080N	For Review	02/17/2011	24.00	31	3:47	80006090			BROWNELL-WATSON, MARGARET	
<input type="checkbox"/>											HOLMES,	

## WORDSCRIPT

WordScript is a complete transcription-editing tool designed to meet the needs of the transcriptionist. It combines all the features of Microsoft Word along with audio control and sound navigation. It has a built-in word expander, macro create/insert tool, data lookup tool, line count utility, and more.



## REPORTING CAPABILITIES

The Report Generator module of VoiceSys provides the following reports.

PROCESS REPORTS	AUTHOR REPORTS	TRANSCRIPTIONIST REPORTS
File history	Author details	Transcriptionist details
File received	Recording summary	Transcriptionist details summary
File status	Line count details	Transcription history
Total by document type	Detailed report by author	Production summary
Report by work-type	Report by author and work-	Line count summary

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Daily transcription report TAT report Daily summary	type	Line count report by Transcriptionist Transcription status report
<b>MANAGEMENT REPORTS</b>	<b>BILLING REPORTS</b>	<b>SUMMARY REPORTS</b>
Number of recordings received Number of files per work-type Number of physicians per work-type Daily volume	Author billing summary Transcriptionist billing summary	Vendor line count summary Vendor file details with pending-file summary

The Report Generator Module can also generate any other kind of client specified reports.

**Phase 3- Transmission of transcripts:**

We shall return all completed work to DDS via secure Internet. We have access to an internet browser that supports 128-bit encryption and have the capability to access the eData Web Site.

## APPENDIX C - BUSINESS CONTINUITY PLAN

### Introduction

Interruptions to business functions can result from major natural disasters such as earthquakes, floods, and fires, or from human-inflicted disasters such as terrorist attacks, riots, or war. The most frequent disruptions are less sensational - equipment failures, power outages, theft, or sabotage.

Continuity of Business Planning (CoB Plan), also known as Contingency Planning, defines the process of identification of the applications, customers (internal & external), and locations that a business plans to keep functioning in the occurrence of such disruptive events, as well as the failover processes and the length of time for such support. This encompasses hardware, software, facilities, personnel, communication links, and applications.

A Continuity of Business (CoB) plan is intended to enable a quick and smooth restoration of operations after a disruptive event. CoB plan development includes testing, awareness, training, and maintenance. The CoB plan also defines actions to be taken before, during, and after a disaster, thus detailing the "what, who, how, and when."

### Salient features of our Continuity of Business (CoB) plan:

Our company's contingency plans ensure that any contract performance continues as required by the statement of work during periods of scheduled and unscheduled downtime.

It includes business impact analysis, where each critical business function has been reviewed to determine the maximum allowable downtime before causing significant degradation to M2ComSys business operations.

### Statement of Policy

M2ComSys is committed to providing the same Quality of Service (QoS) to its customers during the period when the Business Continuity Plan is in operation, as during normal operations.

### Purpose

The plan has been developed to allow for Continuity of Business operations at a minimum level within M2ComSys facilities.

### CoB Objectives

- Protect personnel, assets, and information resources from further injury and/or damage
- Minimize economic losses resulting from disruptions to business functions
- Provide a plan of action to facilitate an orderly recovery of critical business functions
- Identify key individuals who will manage the process of recovering and restoring the business after a disruption
- Identify the teams that will complete the specific activities necessary to continue critical business functions

- Specify the critical business activities that must continue after a disruption
- Recover critical business functions and support entities
- Minimize damage and loss
- Resume critical functions at an alternative location
- Return to normal operations when possible

#### Instructions

The CoB Plan is activated in case of a disruption to any service identified as vital for business functioning. The criticality of the service and the extent of disruption define the level of risk. Recovery actions are initiated accordingly. Critical assets identified for the smooth functioning of business include the following:

- M2ComSys Personnel
- Project Data, Project Documentation, and Source Codes
- Data and Voice Communication links
- Data, Application, Email and other Production Servers
- Financial System and Data
- Facilities (including development and production environments)

Disaster recovery plans are developed to span the recovery of data, systems, links, as well as worst-case scenarios such as:

- Loss of access to facility
- Loss of access to information resources
- Loss of key personnel who are responsible for performing critical functions

M2ComSys considers time and cost elements in its recovery plans.

#### **Recovery Time Objectives**

Provide to our clients value-added software services and other services at the highest service-quality levels

Provide to our employees a work environment with streamlined process lifecycles, supported by training, benefits, and care

#### **Organization**

##### **Executive Management Team (EMT)**

This group consists of members of M2ComSys senior management, the Recovery Management Coordinator and the managers of the recovery groups. The Executive Management Group makes the decision to mobilize the M2ComSys recovery system. This decision is based upon their best judgment in determining the extent and impact of the outage.

### Recovery Management Coordinator (RMC)

The Recovery Management Coordinator (RMC) is the individual who manages the recovery operation. Throughout the recovery process, all recovery teams function under the supervision of the RMC.

### IT Recovery Group

The IT Recovery Group manages the computer processing, internal / external network connectivity, and computer support requirements of the recovery effort.

### Logistics Recovery Group

The Logistics Recovery Group manages the administrative and logistical requirements of the recovery effort, and performs those duties and activities not directly related to the recovery of business functions.

### Delivery Recovery Group

The Delivery Recovery Group manages the recovery of the data related to project and services, and the source code.

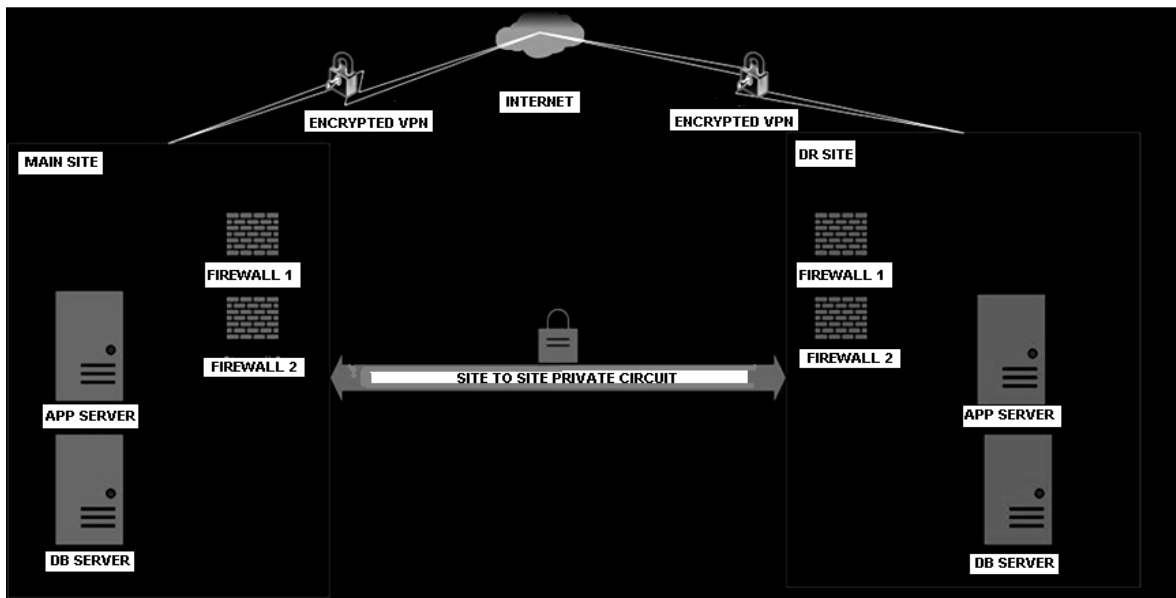
### Corporate Communications / Public Relations Group

M2ComSys employees as well as clients will be part during recovery operations. They also interface with external media personnel responding to the disaster, as required.

### Process Sequence

#### Alternate Site/Backup sites

All employees can be switched to what we call a 'virtual-employee status' working from home. In addition, our India site is the DR site for our Las Vegas location and vice versa.



## **Classification of Disaster**

Disaster is any potential event that causes a cessation of normal business functions for an unacceptable period. RMC will estimate the recovery duration and classify the disaster. Classification of disasters is done after a business impact analysis that considers all of the potential impacts from each type of disaster, such as:

- Natural Disasters (Earthquake, Fire, Flood, Storms)
- Terrorist Acts (Weapons of Mass Destruction)
- Power Disruptions, Power Failure
- Computer Software or Hardware Failures
- Computer Shutdowns due to Hackers, Viruses, etc
- Processing Shutdowns
- Labor Strife (Walkouts, Shutdowns)

### **Level I Disaster**

A Level I disaster is one resulting in inaccessibility to the M2ComSys facility, loss of power, or a partial or total loss of the network, for an expected period of up to eight (8) hours. Partial mobilization of the M2ComSys recovery organization may be required.

### **Level II Disaster**

A Level II disaster is one in which the service outage is expected to last one to five (1-5) business days. Partial mobilization of the M2ComSys recovery organization is likely to be required.

### **Level III Disaster**

A Level III disaster is one in which the service outage is anticipated to be in excess of five (5) business days. Full mobilization of the M2ComSys recovery organization normally results.

## **Training**

Training/seminars addressing business continuity in general and the M2ComSys Business Continuity Plan in particular, are conducted on a regular basis.

The objectives of Business Continuity Planning training are:

- Train employees and management who are required to help maintain the Business Continuity Plan
- Train employees and management who are required to execute various plan segments in the event of a disaster.

## **Testing and Evaluation**

The response to each threat situation is tested periodically to assess the preparedness of the organization to execute the recovery plans. Some of the threats that occur frequently, are tested in due course of



business, hence are not tested specifically. Others, however, require testing, for them a disaster scenario is assumed, and the team representatives "walk through" the recovery actions checking for errors or omissions. Persons involved in the test include the Recovery Management Coordinator and members of various recovery teams.

A tactical exercise is conducted at least once every year. However, special testing is considered whenever there is a major revision to M2ComSys business processes or when significant changes in hardware or communications environments occur. The Recovery Management Coordinator is responsible for analyzing change, updating impacts on the plan and for making recommendations for plan testing.

The Team Leaders and the Recovery Management Coordinator document the test results subsequent to the test. They review the test results, discuss weaknesses, resolve problems, and suggest appropriate changes to the plan. These are shared with our clients upon request.

## **Downtime Procedures**

### ***Planned Downtime***

From time to time, it would be necessary to make systems unavailable for the purpose of performing upgrades, maintenance, or housekeeping activities, in order to ensure maximum system performance and prevent future system failures. In the event that any activity requires downtime to perform, every effort will be made to perform the procedure during off-hours in order to minimize the impact on the activities the client carries out using the affected systems or services.

On occasion, it may be necessary to have Planned Downtime during regular business hours, if outside personnel are required to perform procedures that are more elaborate. If this is the case, then the Planned Downtime will be communicated to the client using the Notification of Downtime mechanism described below.

### ***Emergency Downtime***

Unexpected circumstances may arise where systems or services will be interrupted without prior notice. Every effort will be made to avoid such circumstances. However, situations may arise involving a compromise of system security, the potential for damage to equipment or data, or emergency repairs. If the affected system(s) cannot be brought back online within 30 minutes, the client will be contacted via the Notification of Downtime mechanism described below.

### ***Backup System***

During planned or unplanned downtime of the system lasting longer than four hours, we will provide a backup system to the client for the period of downtime.

## **Conclusion**

Thus, our business continuity plan is integrated with our overall enterprise continuity management approach and is tested and continually improved through drills and exercises that test our plans, people, tools, infrastructure, and resources to ensure seamless product development and service delivery.

## APPENDIX D – SECURITY INCIDENT MANAGEMENT POLICY

### Introduction

M2ComSys shall ensure that it handles any actual or suspected incidents relating to Information Systems and Information (including but not limited to PHI and sensitive PII) within its custody, in an appropriate manner. Information Security incidents need to be reported promptly to allow the issue to be investigated and resolved as well as to reduce the risk of reoccurring.

Information Security is the preservation of Confidentiality, Integrity, and Availability of information (including but not limited to PHI and sensitive PII).

### Responsibility

All employees and users of the information and facilities handled by M2ComSys.

### Scope

- This policy applies to all staff and employees of the organization.
- All users of the organization's facilities must understand and use this policy.
- Users are responsible for ensuring the safety and security of the organization's systems and the information (including but not limited to PHI and sensitive PII) that they use or manipulate.
- All users have an obligation to report security incidents to the appropriate authority, (internal and external) including all applicable stakeholders such as clients.
- All users have a role to play and a contribution to make to the safe and secure use of technology and the information (including but not limited to PHI and sensitive PII) that it holds.

### Policy Statement

An Information Security incident occurs when there is an event, which has caused or has the potential to cause, damage to the organization's information assets, or reputation.

### An Information Security Incident includes:

- The loss or theft of data or information (including but not limited to PHI and sensitive PII)
- The transfer of sensitive or confidential information to those who are not entitled to receive that information
- Attempts (either failed or successful) to gain unauthorized access to data or information storage or a computer system

- Changes to information (including but not limited to PHI and sensitive PII) or data, system hardware, firmware, or software characteristics without the organization's knowledge, instruction, or consent
- Unwanted disruption or denial of service to a system
- The unauthorized use of a system by any person
- Loss of service
- System malfunctions

**Action upon becoming aware of the incident**

All events that could result in the actual or potential loss of data, breaches of confidentiality, unauthorized access, or changes to systems should be reported immediately.

**Reporting:**

All suspected security events, incidents, and weaknesses should be reported immediately.

- The IT Service Help Desk must be contacted by email or telephone. They will log the incident in OTRS (Open Source Ticket Request System) and notify relevant employees and the information owner.
- Employees can log on to OTRS and register the incident.
- Employees can e-mail the incident to the (CISO) Chief Information Security Officer or a member of the (SIRT) Security Incident Reporting Team as per the reporting matrix using the Incident Reporting Form.
- A Security Incident Reporting Team member can keep a log of security incidents as a register. This shall be checked and approved by the Chief Information Security Officer.

The IT Service Desk or Open Source Ticket Request System or Incident Reporting Form requires relevant information to be added on to it. The following information must always be supplied:

- Contact name and number of the person reporting the incident
- The type of data or information (including but not limited to PHI and sensitive PII) involved
- Whether the loss of the data puts any person or other data at risk
- Location of the incident
- Inventory numbers of any equipment affected
- Date and time the security incident occurred

- Location of data or equipment affected
- Type and circumstances of the incident

An appropriate Security Incident Reporting Team member or the Chief Information Security Officer must be informed to enable them to investigate the incident and take appropriate actions. The Transcription Manager is a member of the Security Incident Reporting Team. Any actual or suspected security breaches with respect to medical records can be reported to the Transcription Manager. The outcomes of these actions are to be reported to the concerned personnel via the above methods for inclusion in the incident report.

In case anyone wants to report incidents via register with or without their name on it, they can do so via the security incident reporting register that is placed at the Front Desk.

A facilitator for the Security Incident Reporting Team shall also review access control registers and Open Source Ticket Request System tickets and send reports of potential security incidents to the Chief Information Security Officer. The Chief Information Security Officer reviews these.

In the case of a serious security incident, involving external authorities, the standard form must be used and the appropriate personnel indicated in the 'Contact with Authorities Matrix' must initiate the report. The Chief Information Officer or Chief Information Security Officer or a personnel assigned by them shall then report the incident to the involved client, law enforcement or State Agency.

### **Mandatory Reporting**

All Information Security incidents and events must be reported. An Information Security incident is a single or a series of unwanted or unexpected Information Security events that have a significant probability of compromising business operations and threatening information security

- **Examples of Information Security Incidents**

Examples of the most common Information Security Incidents are listed below. This list is not exhaustive.

### **Malicious Incident**

- Computer infected by a virus or other malware, (for example spyware or adware).
- Finding data (including but not limited to PHI and sensitive PII) that has been changed by an unauthorized person.
- Receiving and forwarding chain letters – including virus warnings, fraud warnings, and other emails, which encourage the recipient to forward it to others.
- Social engineering - Unknown people asking for information (including but not limited to PHI and sensitive PII) which could gain them access to the organization's data (e.g. a password or details of a third party).
- Unauthorized disclosure of sensitive or confidential information (including but not limited to PHI and sensitive PII) electronically, in paper form or verbally.
- Falsification of records, inappropriate destruction of records (including medical

records).

- Damage or interruption to the organization's equipment or services caused deliberately e.g. computer vandalism.
- Connecting third party equipment to the organization's network.
- Unauthorized access to information (including but not limited to, PHI and sensitive PII).
- Giving sensitive or confidential information (including but not limited to, PHI and sensitive PII) to someone who should not have access to it, verbally, in writing or electronically.
- Printing or copying sensitive or confidential information (including but not limited to PHI and sensitive PII).

### **Access Violation**

- Disclosure of login passwords to unauthorized people.
- Writing down a password and leaving it on display or somewhere easy to find.
- Accessing systems using someone else's authorization.
- Inappropriately sharing security devices such as access tokens.
- Access to a network or specific system by an unauthorized person.
- Allowing unauthorized physical access to secure premises, server room, scanning facility, etc.

### **Environmental**

- Loss of integrity of the data within and between systems.
- Damage caused by natural disasters, fire, burst pipes, lightning etc.
- Deterioration of paper records.
- Deterioration of backup tapes.
- Introduction of unauthorized or untested software.
- Information (including but not limited to, PHI and sensitive PII) leakage due to software error(s).

### **Inappropriate Use**

- Accessing inappropriate material on the internet.
- Sending inappropriate emails.
- Use of unapproved software on the organization's equipment.
- Misuse of property.

### **Theft or Loss**

- Theft/loss of data, written or electronically held.
- Theft/loss of any of the organization's equipment including computers, monitors, mobile phones, memory sticks, CDs, etc.

### Accidental Incident

- Sending an email containing sensitive or confidential information (including but not limited to PHI and sensitive PII) to 'unintentional recipients' by mistake.
- Receiving unsolicited mail of an offensive nature, e.g., containing pornographic, obscene, racist, sexist, grossly offensive, or violent material.
- Receiving unsolicited mail that requires you to enter personal data.

### Security Breach

- Receiving unauthorized information (including but not limited to PHI and sensitive PII)
- Sending sensitive or confidential information (including but not limited to PHI and sensitive PII) to a wrong recipient

### Operational

- Loss of service
- System malfunction
- Uncontrolled system changes

Security events can constitute, uncontrolled system changes and access violations – e.g. password sharing, breaches of physical security, non-compliance with policies, as well as systems being hacked or manipulated.

Security weaknesses can include:

- Inadequate firewall or antivirus protection
- System malfunctions or overloads.
- Malfunctions of software applications
- Human errors

### Recording the Incident

- As per sub sections *Reporting* and *Mandatory Reporting* above, incident analysis is done on a monthly basis.

### Notification

- As per sections *Reporting*, and *Mandatory Reporting* mentioned above.

### Enforcement

- If any user is found to have breached security policies, they may be subject to disciplinary action as indicated in the standard IRF (Incident Reporting Form) for M2ComSys.
- Any violation of the policy by a temporary worker, contractor, or supplier may result in the termination of their contract or assignment.

**SOLICITATION NUMBER:** CRFQ\_DRS1500000005  
**Addendum Number:** 1

---

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 MOVE THE BID OPENING:  
FROM: 03/12/2015 @1:30 P.M.  
TO: 04/02/2015 @ 1:30 P.M.
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT.

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

**Terms and Conditions:**

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

# ATTACHMENT A



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DRS1500000005**

**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 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.

M2COMSYS  
Company

Julie Johnson  
Authorized Signature

March 26, 2015  
Date

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

**SOLICITATION NUMBER: CRFQ\_DRS1500000005**  
**Addendum Number: 2**

---

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 RESPONSES TO VENDORS QUESTIONS REGARDING THE ABOVE SOLICITATION.
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT.

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

**Terms and Conditions:**

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

# ATTACHMENT A

## ADDENDUM # 02

### RFQ\_DRS1500000005 – Transcription Services

1. Standard turnaround time is specified as 24 hours. Will there be a need for STAT turnaround? If so, what is the desired STAT timeframe and what percentage of work would STAT jobs compose?

Yes, STAT turnaround may be required. Timeframe would be same day as request. However, this would be rare.

2. In section 4, subsection 4.1.1.13 on page 23, the RFQ gives requirements for statements of confidentiality. Will vendor need to submit any statements of confidentiality with the proposal or are all statements required post-award?

Post award.

3. In section 4, subsection 4.1.1.19.2; it states that “some CE sources may prefer to dictate into a tape and forward these to the vendor for completion”. Does the DDS have an estimate as to how many tapes or what percentage of work this may compose?

Typically, the recording will not be mailed but played back over a voice transmission line. Those who use this technique record in a digital format. We currently only have one vendor using this technique at present.

4. In section 4, subsection 4.1.1.9; it states that the vendor must provide secure storage of the reports and any related documentation for a minimum of 60 months from the date of completion. All dictations and associated documentation are held for 90 days and then permanently archived thereafter on Vendor’s current platform. Would the DDS be okay with a request based document retrieval system for documents older than 90 days?

Yes. That would serve our purpose.

5. In section 4, subsection 4.1.1.3; it states that the Social Security Administration’s regulations prohibit the subcontracting of the functions in this contract due to confidentiality of materials, information, and data, without prior written consent of the state agency. Vendor’s operational model **does** rely on subcontracted employees who complete the work remotely. However, Vendor’s platform is HIPAA compliant and all vendors have undergone HIPAA compliance training. At this time would the DDS be open to an operational model such as this?

SSA policy in regards to your question would permit a subcontractor if you guarantee the work is being completed in a secure facility and have the ability to supervise and monitor the work being completed.

6. I note however that the work cannot be done offshore. I know however that the same work is done in India by the State of Maine which does not have that restriction and have been doing the work with a vendor in India for many years. We were a bidder on their RFP, had the lowest price, but lost because they stayed with the present vendor in India. Can you waive the restriction in your bid?

Yes, we can waive this requirement as long as the work is completed in a secure facility and closely supervised by the winning bidder's employees.

The last sentence of section 4.1.1.3 is deleted and replaced with the following:

In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish the purchasing agency with the names, qualifications, and experience of their proposed subcontractors. However, the Vendor shall remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this contract. The subcontractor must adhere to the same facility requirements as the Vendor. Additionally, any subcontracts formed must also contain the information specified herein.

7. Also, the documentation I read does not give an estimated volume of lines, the document types required to be transcribed nor an estimate on the number of dictators that will be dictating. Can you elaborate on these issues?

Per the original RFQ, Specifications, Section 1., last year's line volume was approximately 2.3 million lines. The document types are medical and psychological reports for the determination of Federal Social Security Disability. There are up to 150 separate dictators.

8. Can you send me a sample format of the transcription services that will be provided?

Yes. Please see the attached.

9. I was wondering who the incumbent company was and the current price per line.

The current vendor is lmedx. The current rate is \$.079 per line.

10. Whether companies from outside USA can apply for this?

Yes.

11. Whether we need to come over there for meetings?

We would require at least one meeting at our Charleston, WV location at the startup of the contract.

12. Can we perform tasks related to RFP outside USA?

Yes.

13. Can we submit our proposals via email?

No but bid through fax is acceptable as it was mentioned on the Instructions to Bidders.

SAMPLE

Story Consulting Services, Inc.  
P.O. Box 1817  
Frankfort, KY 40602

CLAIMANT:  
SSN:

DISABILITY EXAMINER:

CONSULTANT:

DATE OF EXAMINATION:

PLACE OF EXAMINATION: LOUISA, KENTUCKY

DATE OF BIRTH:

CLAIMANT'S AGE: 26 YEARS

ALLEGATIONS:

- 1. Back pain.

CONSULTATIVE EXAMINATION:

HISTORY OF PRESENT ILLNESS: The claimant is a 26-year-old white female who states she has had low back pain for several years. She says that she began noting worsening of the pain in February of 2006. She claims that she followed up with her primary care physician and had x-rays performed that she says revealed mild scoliosis along with a T8 deformity. She says that she underwent physical therapy and followed up with a chiropractor. However, she continues to have pain that persists through today. She describes the pain that she experiences as more of a sharp pain exacerbated with bending, twisting, turning, prolonged sitting and standing, stooping, and squatting. She does get some relief with rest, the use of ice and over-the-counter medications. She has no medical follow up at this time but states that she does follow up with her chiropractor.

PHYSICAL EXAMINATION:

GENERAL: The claimant is 26 years old.  
VITAL SIGNS: Height of 61 inches. Weight 127 pounds. Blood pressure 104/72. Pulse of 80. Respirations of 16. Visual acuity - 20/20 right, 20/20 left, 20/20 bilaterally with glasses.

CONTINUED ON PAGE 2

SAMPLE

PAGE 2

HEENT: Normocephalic, atraumatic. Pupils are equal, round and reactive to light. Extraocular eye movements are intact. No other abnormalities noted on the fundoscopic exam.

NOSE AND THROAT: The oropharynx is clear. The claimant has normal dentition. No oral mucosa lesions noted.

NECK: Supple without JVD. No adenopathy or bruits. The claimant has normal range of motion.

CHEST AND LUNGS: The claimant has bilateral expansion. No tenderness appreciated. No scars are noted.

BREATH SOUNDS: The claimant bilateral breath sounds. There is no evidence of rales, rhonchi or wheezes noted.

HEART: Regular rate without murmurs, gallops, clicks or rubs. S<sub>1</sub> and S<sub>2</sub> are noted. Point of maximum impulse is the left midclavicular line.

ABDOMEN: Soft, nontender. Bowel sounds were appreciated. There are no masses, hepatosplenomegaly, ascites, bruits, or hernias noted.

EXTREMITIES: No clubbing, cyanosis, or edema noted. Pulses were present in all extremities. There is no evidence of varicosities or ulcers noted. No deformities, redness or tenderness appreciated. The claimant had normal muscle bulk and tone.

SKIN: Warm and dry without evidence of lesions or rash.

MENTAL STATUS: The claimant was alert and oriented x 3. The claimant had normal mood, affect, memory, and ability to relate.

NEUROLOGICAL: The claimant had normal gait and station. Cranial nerves II-XII were intact. The claimant had normal motor strength, heel, toe, and tandem walking. The claimant was able to perform a knee squat. No evidence of Romberg or Babinski reflexes noted. Deep tendon reflexes were 2+ in the brachial tendons, the triceps tendons, the forearm, the patellar, and Achilles tendons bilaterally.

JOINTS: There is no evidence of scoliosis, tenderness, or spasms noted. Straight leg raising was 90 degrees in both the sitting and supine position bilaterally. The claimant does not use a cane or an assistive device for ambulation.

ORTHOPEDIC: Please refer to the Range of Motion Value Form that is submitted giving the passive ranges. Please note there were no limitations noted in the upper or lower extremities.

DIAGNOSTIC STUDIES: None were requested.

CONTINUED ON PAGE 3



SAMPLE

PAGE 3

SUMMARY: The claimant is a 26-year-old white female with low back pain for several years. She states that the pain became worse since February of this year. She says that she will follow up with her chiropractor although she has no medical follow up at this time.

MEDICAL SOURCE STATEMENT: Based on the medical findings, it would appear that the claimant has the ability to perform activities involving sitting, standing, moving about, lifting, carrying, handling objects, hearing, seeing, speaking, and traveling. Her physical examination was within normal limits. Her orthopedic examination was without limitations.

The claimant denies any symptoms of chest pain. She has normal gait and station without evidence of motor dysfunction, sensory loss, or reflex abnormalities. She does not use a cane or an assistive device for ambulation. She has the ability to hear and understand normal conversational speech. She has normal gross manipulation and grip strength.

INFORMATION SOURCES: None were provided.

[Redacted] M.D.

License No. [Redacted]

MVB/rge

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M2COMSYS

Company

*Julie Johnson*

Authorized Signature

March 26, 2015

Date

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

## 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 Vendor Preference, if applicable.

**1. Application is made for 2.5% 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% 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% 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% 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% 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% 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: M2COMSYS

Signed: Julie Johnson

Date: March 26, 2015

Title: Project Manager

**WV STATE GOVERNMENT**

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,



unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

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

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

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

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

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: M2COMSYS

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

Signature: Julie Johnson

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

Title: Project Manager

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

Date: March 26, 2015

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF March 20 15  
BY Patrick Morrisey  
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**11. MISCELLANEOUS:**

**11.1. 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. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Julie Johnson  
**Vendor's Address:** 811 Grier Dr., Suite D  
Las Vegas, NV 89119  
**Telephone Number:** 702.733.8781  
**Fax Number:** 702.733.7961  
**Email Address:** julie.johnson@m2comsys.com

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

M2COMSYS

(Company)

*Julie Johnson* Project Manager  
 (Authorized Signature) (Representative Name, Title)

702.733.8781 702.733.7961 March 26, 2015  
 (Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ\_DRS1500000005

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.

M2COMSYS  
Company

Julie Johnson  
Authorized Signature

March 26, 2015  
Date

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