



# 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: VS0000004087 

Legal Name: Athron Corporation

Alias/DBA:

Total Bid: \$0.12

Response Date: 03/27/2015 

Response Time: 16:38

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 ESR03271500000002808	1

<b>VENDOR</b>
VS0000004087 Athron Corporation

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

<b>Signature X</b>	<b>FEIN #</b>	<b>DATE</b>
--------------------	---------------	-------------

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	\$0.12	

Comm Code	Manufacturer	Specification	Model #
41105803			

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



Athreon Corporation  
939 W. North Avenue, Suite 750  
Chicago, IL 60642  
(800) 935-0973

March 9, 2015

Division of Rehabilitation Services, Disability Determination Section

**RE: Request for Quotation for Transcription Services**

Dear Potential Client,

We are pleased to submit our proposal to the Division of Rehabilitation Services, Disability Determination Section, in response to the departments need for transcription services. After initial review of the scope of work, Athreon is confident in its abilities to meet all needs outlined in the RFQ. Athreon is premier provider of dictation and transcription services for the healthcare industry. Our operations are designed to help healthcare organizations lower costs, streamline workflow, comply with governmental regulations and improve end user satisfaction. Because healthcare requires high-end security measures, our processes and systems have been structured to ensure HIPAA compliance. Included in the following proposal is content detailing our service and technology capabilities, security processes/infrastructure, turnaround time and customer support. Additionally, you will find all forms listed below, required per the departments RFQ.

- Purchasing Affidavit
- HIPPA Business Associate Addendum
- Confidentiality Agreement
- Contract Manager Designation Form
- Request for Quotation (Per Line Price Included)
- Addendum Acknowledgement

*We look forward to providing the Disability Determination Section with a software solution that fits the needs outlined in the RFQ, and hope to have the opportunity to present our offering to further demonstrate Athreon's capabilities. I strongly believe that our track record shows that we have the competencies necessary to drive higher levels of both efficiency and quality within your organization. Please feel free to contact our Business Development Manager, Josh Jech, anytime at 800.935.0973 x 711 or send an e-mail at [josh@athreon.com](mailto:josh@athreon.com).*

Thank you in advance for taking the time to review our Submission. We look forward to your feedback.

Magnus Garde  
Chief Executive Officer  
Athreon Corporation



**Proposal for Transcription Services**  
Division of Rehabilitation Services, Disability Determination Section  
3/9/2015

## Table of Contents

Related Experience and References .....	5
Service Capabilities and Technologies .....	6
Workflow .....	6
Dictation Capture Technology .....	6
InTouch Telephone Technology.....	6
Athreon Mobile Technology .....	7
Digital Recorders .....	7
Dictation Systems Hosted by Client .....	7
Audio File Retention.....	9
Document Distribution Technology .....	9
Inquiry.....	9
ShadowPrint .....	9
InFax .....	10
Quality Assurance.....	10
How Athreon’s Quality Differs .....	11
QA Auditing Capabilities.....	11
Multiple Level Review Process.....	11
Automated Speech Technology.....	12
Templates/Leveraging Technology .....	12
Dictation Discrepancies .....	12
Demographics.....	12
Address Directory.....	12
Reporting.....	12
Style Guidelines.....	13
Turnaround Time (TAT).....	13
Security and Infrastructure.....	13
HIPAA/HITECH .....	13
Confidentiality.....	13
Data .....	14
Data Center .....	14
Servers .....	15

Network .....	15
Uptime Percentage.....	15
Security .....	15
Account Management.....	16



**Table of Figures**

*Figure 1: Customizable Workflow*.....6  
*Figure 2: Athreon Mobile App*.....7  
*Figure 3: InQuiry Web Portal* .....9  
*Figure 4: ShadowPrint Configuration Options* .....10  
*Figure 5: Six Areas of Quality Focus* .....10  
*Figure 6: Fifteen-Point QA Process*.....11  
*Figure 7: TAT Expected vs. Annual*.....13

**Related Experience and References**

---

<b>Year of Experience</b>	Executives have an average of 19+ years of experience working in the transcription, management and technology industries
<b>Number of Clients</b>	100+ transcription accounts
<b>Volume of Work</b>	Over 93 million lines transcribed to date
<b>Client Type</b>	Medical
<b>Staff Size</b>	60
<b>Experience Level</b>	Transcription staff has an average of 15 years' experience. All transcriptionists have received formalized transcription training.

***Client Reference 1:***

---

Facility Name: Virginia Heart  
 Facility Type: Nine location cardiology practice  
 Contact Name: Ms. Cyndi Nall  
 Business Address: 2901 Telestar Court, Suite 300, Falls Church, VA 22042  
 Contact Phone Number: (703) 621-2270  
 Years of Service: Client since 2007  
 Average Monthly Volume – 60,000 Lines

***Client Reference 2:***

---

Facility Name: King Edward Memorial Hospital  
 Facility Type: 451 bed Hospital  
 Contact Name: Ms. Sharon Pennyfeather  
 Business Address: 7 Point Finger Road, Paget DV04, Bermuda  
 Contact Phone Number: (441) 236-2345  
 Years of Service – Client since 2014  
 Average Monthly Volume – 15,000 Lines

***Client Reference 3:***

---

Business Name: Medstar Surgery Center  
 Facility Type: Ambulatory surgery center with 70+ physicians, 19 specialties, 5 surgical suites, 2 gastroenterology suites and a procedure room  
 Contact Name: Ms. Sakeana Wooten  
 Business Address: 1145 19th Street, N.W., Suite 850, Washington, DC 20036  
 Contact Phone Number: (202) 223-9040, Ext 125  
 Years of Service: 14+  
 Average Monthly Volume: 10,000 Lines

***Client Reference 4:***

---

Business Name: The Orthopedic Center  
 Facility Type: High-volume orthopedic practice with 10 Providers  
 Contact Name: Christine Broomhead  
 Business Address: 9420 Key West Avenue, Suite 300, Rockville, MD 20850  
 Contact: (301) 251-1433 X 345 / cbroomhead@theorthocentermd.com  
 Years of Service: Client since 2003  
 Average Monthly Volume: 40,000 Lines

## Service Capabilities and Technologies

Athreon offers an extensive array of document management technologies supported by teams of expert professionals to deliver customized solutions.

### Workflow

A core differentiator for Athreon is that we adapt to your workflow. We do not expect you to adapt to ours. All aspects of workflow logistics, from dictation capture to document delivery, are customizable to meet your exacting business needs. The illustration below offers a glimpse into how our system can accommodate your objectives.

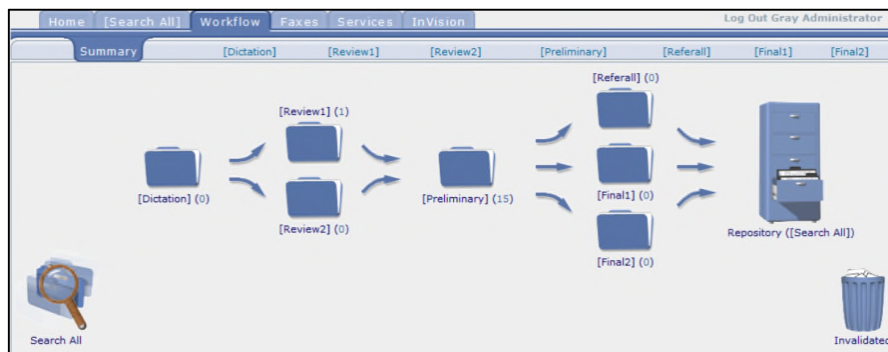


Figure 1: Customizable Workflow

### Dictation Capture Technology

Clients can send us audio files via telephone, smart phone, digital recorder, PC microphone or via a 3<sup>rd</sup> party dictation system.

### InTouch Telephone Technology

InTouch is our dictation system. To utilize InTouch, Athreon Clients are provided a dedicated number, allowing dictations from any location. InTouch is designed in a non-stop configuration within Athreon's data centers. Any issue on one server will not affect other users. Today, Athreon's InTouch can handle over 300 simultaneous calls.

InTouch can be configured to require the dictator to key-in the patient/subject identifier, a document type code, and a location code. In this fashion, dictators have ultimate control over what document template is used for their dictation.

- The location and document type codes can be uniquely defined for each Client
- Keyboard commands, such as Record, Pause, and Play, can be customized for each Client

In a healthcare setting, the InTouch prompts for Residents can be customized to request that they speak the name of the Attending, which is used by the transcriptionist to select the additional authenticator.

InTouch can also be installed on the Client's site. In its simplest configuration, 2 servers are used; one for the voice services and the second for the transfer services to upload dictation files. The telephone interface is a T1/E1 Primary Rate Interface, which supports 23 simultaneous calls in

North America and 29 in Australia and Europe. Athreon expects to have implemented Voice over Internet Protocol (VoIP) interface support in the near future.

- Additional voice servers can be installed for Clients needing more than 23/29 simultaneous calls
- An additional voice server can be installed and configured to provide on-line non-stop processing should the first voice server experience a problem

**Athreon Mobile Technology**

Athreon Mobile is an application for the Apple iPhone (and iPad) and Android phone (and mobile devices). It is a free download from the mobile device app store.

Dictators select the date on the device, select record, and dictate. Authors can:

- Review the document template during dictation to view the sections that need to be populated.
- Review previous reports during dictation.
- Additionally, a complete set of record and play functions are included. This includes the ability to add dictation to the end, insert new dictation in the middle of the audio file or insert new dictation in the middle and overwrite what follows.

Athreon Mobile also allows dictators review, edit, and electronically sign typed transcriptions from the mobile device.

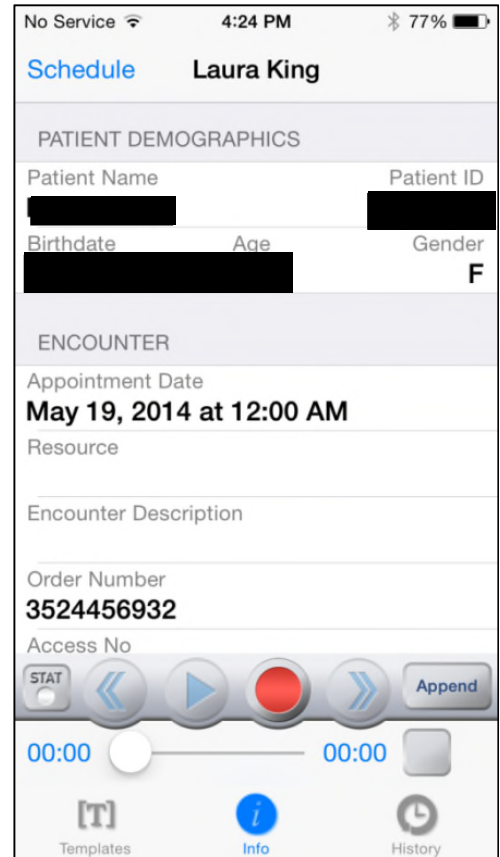


Figure 2: Athreon Mobile App

**Digital Recorders**

Any digital recorder that connects to a computer as a “Removable Drive” and records in a standard audio format can be configured and supported by Athreon. Additionally, we provide free software to securely automate the transfer of audio files from these devices to Athreon’s dictation server.

**Dictation Systems Hosted by Client**

In the event a Client wants to maintain their own dictation system and have Athreon retrieve audio files from it, we can accommodate. Athreon provides free software called ShadowLink in these workflow scenarios. ShadowLink securely moves audio files between the Client’s servers and Athreon’s servers over the public Internet. It encrypts files using Secure Socket Layer (SSL) / Transport Layer Security (TLS) protocols that are embedded in the Microsoft Operating System

on the local machine for communication across the Internet. As SSL/TLS uses port 443, there are typically no firewall issues.

ShadowLink runs on a Client's workstation/server under Microsoft's Server 2003, Server 2008, Vista, Windows 7, and Windows 8 operating systems.

ShadowLink is a service application written using the Microsoft.NET (version 4.0) framework. It runs as a service in the background, but also has a user interface for entering service account credentials. This interface can be used to monitor the service but is not required to be running. In a healthcare setting, patient information is not accessible via the user interface.

During installation, the .NET framework version 4 will be installed on the workstation if it is not currently installed. Other than the .NET framework (20 MB), ShadowLink has a small footprint on the Client workstation (less than 0.5 MB).

- It uses the local drive for logging and for temporary storage of data while the message is in transit. This temporary storage is cleaned up over time by the ShadowLink service so space is conserved.
- It requires very little memory or CPU cycles.

ShadowLink communicates with the Athreon servers over a SSL/TLS connection. ShadowLink uses HTTPS (secure HTTP protocols) to utilize web services running on our servers. Each HTTPS request is authenticated with a service account login ID, Client identifier, password, IP address, and workstation name using basic HTTP authentication over a SSL/TLS session.

- For example, in a healthcare setting, a typical request would be to post a HL7 message with patient information to our server. ShadowLink running on the Client's workstation has to successfully authenticate to the Athreon servers to do so.
- Likewise the ShadowLink Client will submit an HTTPS request frequently to our servers to see if any transcriptions are available for download. These requests also require authentication.

The authentication process uses the IP address and workstation name from the workstation it is running on. This is compared to the IP address and workstation name that was recorded when ShadowLink was originally configured. This ensures that new instances of ShadowLink cannot be arbitrarily installed without the service account being reset by an authorized user.

ShadowLink was designed to encrypt information using SSL/TLS when transmitted to and from the Athreon servers. No SSL certificates are used on the Client-side application; the certificates are used from Athreon's servers. The advantage of using this method is that all communications are performed using the secured SSL/TLS connection, which was established inside of the Client's network; either within the firewall or within the Client's firewall DMZ zone.

### Audio File Retention

All files can be streamed online for 90 days before they are archived. If a Client requires an extended timeframe for streaming, that can be accommodated for an additional storage cost.

### Document Distribution Technology

Athreon offers multiple distribution methods for delivering completed reports. When dictators work at multiple facilities, permissions/restrictions can be set so that users have the precise access privileges they need regardless of their physical location:

### Inquiry

InQuery is Athreon's web-based application that can be used to view, print, edit, e-sign, and fax transcriptions.



Figure 3: InQuery Web Portal

### ShadowLink

ShadowLink is an Athreon product that securely moves data transcribed reports between the Athreon servers and Client's workstation over the public Internet. It helps clients preserve their investments in legacy systems and other technology (dictation systems, EHRs, etc.). It encrypts files using Secure Socket Layer (SSL) / Transport Layer Security (TLS) protocols that are embedded in the Microsoft Operating System on the local machine for communication across the Internet. As SSL/TLS uses port 443, there are typically no firewall issues.

ShadowLink runs on a Client's workstation under Microsoft's Server 2003, Server 2008, Vista, Windows 7, and Windows 8 operating systems.

### ShadowPrint

ShadowPrint is the automated printing feature of the Athreon platform. When transcriptions reach a pre-defined trigger point in the InQuery workflow, a ShadowPrint rule can be triggered that will print the transcription to the Client's printer that is defined in the rule. An InQuery user is not required to manually print the transcription.

Within ShadowPrint, a rule defines:

- What to print – based on dictator, dictator group, document type, and location.
- When to print – at what point in the InQuery workflow to print the transcription.

- Where to print – what ShadowPrint service and printer defined on the ShadowPrint service workstation. In a healthcare setting, where to print also includes print to a static location or to a printer location defined on the most recent location of the patient in the hospital.

Multiple rules can be set up to print the same transcription at different trigger points as well as on multiple printers.

ShadowPrint includes a monitor (that is accessible through InQuiry to authorized users) to monitor each print queue and to re-queue any print jobs to the same or another printer.

Printing can even be limited to specific times, such as when an office is staffed.

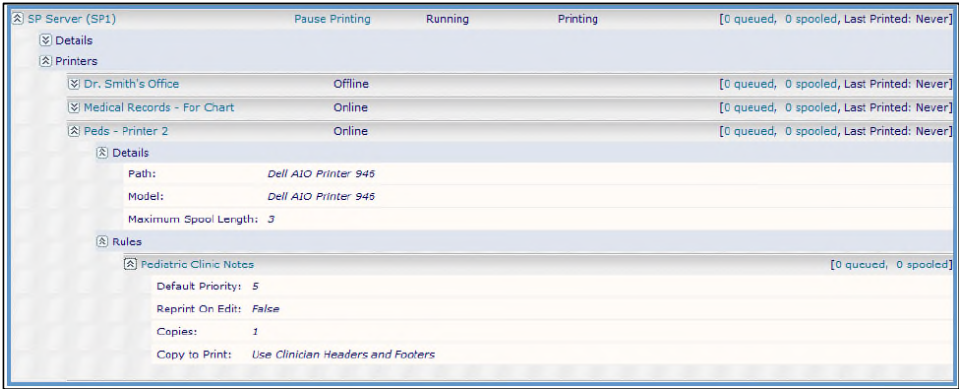


Figure 4: ShadowPrint Configuration Options

**InFax**

InFax is a distribution method that delivers documents by fax, either manually or automatically at a set schedule.

**Quality Assurance**

Quality is our mantra at Athreon. We staff qualified transcriptionists from many well-respected schools. Each transcriptionist is subjected to rigorous testing and a background check so that we consistently deliver the best quality available anywhere. As part of our total commitment to quality, we focus on the following 6 areas:



Figure 5: Six Areas of Quality Focus

1. Spelling: All words are accurately transcribed.

2. Grammar: All sentence structures accurately convey the dictator’s intended meaning.
3. Format: The layout adheres to best practices/Client preference.
4. Content: All necessary components are included and are coherent.
5. Demographics: Name spellings, dates, addresses and other information are accurate.
6. Full Audio Review: Recorded audio matches the transcribed text.

**How Athreon’s Quality Differs**

- The typical Athreon transcriptionist has 15 years’ experience.
- 100% of transcripts are eligible for quality-review prior to Client delivery.
- Clients are alerted to discrepancies found in their dictation.
- Clients can edit/approve their documents online or offline.
- In the rare event a typo is found, we will correct it for free.

**QA Auditing Capabilities**

We pair each audio file and transcript together online. This gives Clients the ability to hear their dictation while simultaneously reading the transcript. This is helpful for verifying sections of a report that were marked as unclear by our QA analysts.

**Multiple Level Review Process**

One major differentiator that sets Athreon apart from the competition is that Clients have the option to have 100% of their files quality assured prior to delivery. Many competitors have workflow configured so that jobs are delivered directly from the transcriptionist to the Client, with no additional QA in between. As agreed to by the Client and Athreon, QA Level 1 analysts are available to review files for spelling, grammar, format, content and demographics following their original transcription. If our QA1 analysts determine that reports pass all the necessary quality criteria, the jobs are sent to the Client. However, anytime a document is not suitable for delivery, it can be escalated to a QA Level 2 analyst for further review. Customized QA workflows are available to accommodate Client needs.

QA Checkpoint	Transcriptionist	QA1	QA2
Spelling	X	X	X
Grammar	X	X	X
Format	X	X	X
Content	X		X
Demographics	X	X	
Full Audio Review	X		X

Figure 6: Fifteen-Point QA Process

**Transcription and Screening Process**

We staff teams of carefully selected transcriptionists and editors who create documents with a passion for quality. Our language specialists are recruited from many well-respected schools. The average Athreon transcriptionist has 15 years’ experience. A majority of our transcriptionists are US-based expert language specialists, many of whom are certified medical and legal transcriptionists.



As it pertains to healthcare Clients, Athreon is a corporate member of the Association for Healthcare Documentation Integrity (AHDI) and the American Health Information Management Association (AHIMA).

### **Automated Speech Technology**

Automated speech recognition (ASR) technology is used where it makes sense to improve workflow. While ASR is an evolving technology, it has several practical applications in a document production environment. For instance, its most common uses include shortening turnaround and accommodating dictation spikes. Regardless, ASR is not used as a substitute for human labor. Any dictation that is put through ASR technology is proofread by a human editor to ensure quality.

### **Templates/Leveraging Technology**

Beyond making sure that we have the best qualified staff to transcribe dictation, we also employ the latest technology. Our transcription platform ensures document quality in 3 distinct ways:

- *Templates*: Formats are always consistent since our system uses structured templates. Our system can support as many templates as are required to meet Client requirements.
- *Dictation Interface*: Our system automatically populates many routine pieces of information like the dictator's name, header information and dates. This helps to minimize the margin of human error by reducing the need for repetitive data-entry tasks.
- *Spelling*: Spell check is automatically run at the completion of each document so the chances of a spelling error are significantly diminished.

### **Dictation Discrepancies**

Documents that contain inaudible portions or other discrepancies are brought to the attention of the Client. No guesswork is made when it comes to ensuring the accuracy and completeness of files. Clients taking advantage of our electronic signature service also have the ability to edit files online.

### **Demographics**

While authors may provide demographic information (name spellings, dates, addresses, etc.) during dictation, we offer several other options for getting demographics to us. For instance, we can develop a network or ADT interface between your business and ours.

### **Address Directory**

For authors who dictate correspondence frequently, our system will retain all dictated addresses. This saves considerable time for authors because they do not have to repeatedly dictate name spellings and other contact information. Authors can also provide a spreadsheet of contact details if they would like to import an existing array of addresses into their account profile.

### **Reporting**

Clients may opt to receive customized reports, which confirm that documents are meeting the metrics for the agreed upon quality standards.

**Style Guidelines**

Clients may request that a specific style guide be followed for transcribed reports. For healthcare Clients, the standards of excellence set forth by the Association for Healthcare Documentation Integrity (AHDI) are followed unless otherwise specified by the Client.

**Turnaround Time (TAT)**

Submitted dictations are processed as follows:

1. TAT is assigned to job based on job type
2. A first-in/first-out methodology is employed based on order received
3. Job priority (stat vs. normal) is taken into account

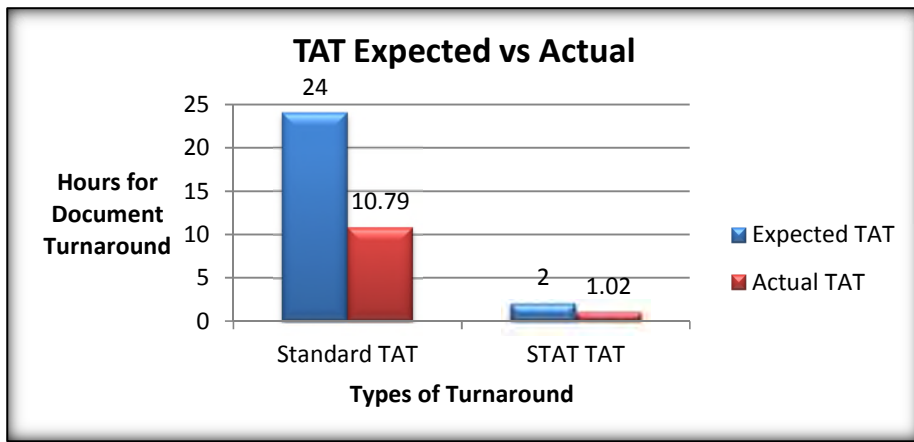


Figure 7: TAT Expected vs. Annual

**Security and Infrastructure**

---

**HIPAA/HITECH**

Athreon takes strong measures to ensure patient privacy and to remain in compliance with the HIPAA Omnibus Rule of 2013. We adhere to the statutes of both the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009. As part of our ongoing compliance initiatives, our Privacy Officer conducts an annual risk assessment and monitors regulatory changes that impact Athreon, its Employees, its Covered Entity Clients, and its Business Associate Vendors. The company enters into Business Associate Agreements with all Clients and Vendors who exchange Protected Health Information (PHI) with us. Likewise, we train and test all Employees who have access to PHI to ensure its proper and secure handling. Our objective is to safeguard the confidentiality of all PHI that comes into our possession with state-of-the-art technology and comprehensive best practices.

**Confidentiality**

Athreon takes strong measures to ensure that all Employees and Vendors safeguard sensitive information. We understand that the nature of a Client’s business and the wellbeing of its organizational structure are dependent upon protecting and maintaining proprietary material. All

Athreon Employees and Vendors are required to sign confidentiality agreements to attest to their commitment to comply with confidentiality requirements. Athreon bears the responsibility for the orientation and training of Employees and Vendors to enforce confidentiality. Sensitive information is defined as patient and client information, trade secrets or confidential information relating to products, processes, know-how, designs, formulas, test data, marketing data, accounting, pricing or salary information, business plans and strategies, negotiations and contracts, inventions, and discoveries.

### **Data**

Voice files that are uploaded to the Athreon server use our InSync application. It encrypts the voice file using a 128-bit Twofish encryption algorithm. In a healthcare setting, InSync may also be used to upload patient appointment information or associate (outside physician) lists as well as download completed transcriptions to the EHR. These also use the 128-bit Twofish encryption algorithm. A Client may have multiple copies of InSync running to upload transcriptions.

Our ShadowLink product is the preferred method of uploading patient appointment information and Associate lists and download transcriptions to the EHR. It uses 128-bit SSL encryption. Currently, ShadowLink is limited to one installation per Client.

The InQuery application is a web-based service and is accessed via Microsoft Internet Explorer. The InQuery user would be a dictator or staff member that is involved with editing or printing the final transcription. As it requires Microsoft Internet Explorer, it utilizes the 128-bit SSL encryption when it views or uploads edits to a transcription.

Data that is moved between the data centers moves over secure connections which use 256-bit SSL encryption.

Stored data is maintained in secure data facilities, backups are done constantly between 3 data center locations on a private Metropolitan Area Network. Backups are conducted in a true GFS fashion and are closely monitored. Our physical storage devices for backup reside only in secure datacenter facilities.

### **Data Center**

All data is stored and processed on Athreon servers in a secure data center. The servers run in a VMware environment and use Windows Server 2008 and Windows SQL 2008. Data-at-rest in the data center is encrypted. The environment is designed and configured to be highly redundant; any single failure of a communication device, server, or storage device will not stop operations. It has redundant access to the 2 Internet backbone providers. The data center has redundant public power supplies, an engine generator, redundant air conditioning systems, and is highly secure.

When a transcription is received, it is immediately copied to 2 additional storage arrays within the primary data center. Within 10 minutes, it is copied to a global storage array in the secondary data center.

InTouch is located in the secondary data center. This center is capable of providing continued service to all clients should the primary data center suffer a catastrophe.

When a dictation is received or any edited transcription is received in the Athreon data center, it is immediately copied to 2 additional storage arrays within the primary data center. Within 10 minutes, it is copied to a global storage array in the secondary data center. Each night a full backup is performed from the primary data center to the secondary data center.

### **Servers**

- 4 Dell 2950 Power Edge Servers
- Redundant power supplies
- Redundant Memory
- Redundant Storage, each in Raid 5
- Redundant Network Interface (4 total ports per server)
- Redundant T1 Cards
- (1 server has two 48 port T1 cards)
- (1 server has two 24 port T1 cards)
- (1 server has one 48 port T1 card)
- (1 server has one 24 port T1 card)
- Please note we operate 144 of 168 ports at any given time

### **Network**

- All network infrastructure is redundant Cisco
- 2 Cisco 4948 Catalyst Switches
- 2 Vyatta Firewall edge routers
- 2 Gigabit Internet Feeds

### **Uptime Percentage**

Athreon's uptime exceeds 99.9% outside scheduled maintenance periods. Scheduled maintenance starts at 10:00 pm CST on the first Saturday of the month and ends at 4:00 am the following day.

### **Security**

Athreon takes Information Security very seriously. Our information security policy details several levels of security. First, the data centers in which our systems (and the data held within our systems) are secured have the following security measures: Access to our systems requires prior authorization; persons that can access systems are limited to 3 operations members, and selected data center personnel; access can only be accomplished by presenting photo ID, checking in with armed security, and passing through 5 security doors with a pass code and biometric scans; and every step of access is logged and videotaped. While working at the data center a CDW escort is present at all times.

Second, our systems provide secured electronic access to data in the following ways: only employees that require access to production data are granted logins and passwords to production systems, and access levels are defined by the employee's required function; employees and vendors are required to sign privacy agreements stating that access may only be used for relevant business purposes; passwords must be changed at regular intervals; data that is printed is required to be destroyed as soon as it is no longer relevant; and access to systems and activity on systems is logged.

Finally, our system allows users to grant access to data within systems in the following ways: access levels can be defined per login; relevant activity in the system is logged; and password security can be setup to require certain levels of security.

### **Account Management**

Our business model depends on satisfied Clients. We take support very seriously and work to continually improve our quality, responsiveness, and knowledge to ensure our Clients are happy.

Athreon operates a Help Desk that is second to none. It is physically staffed from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, except recognized holidays. Calls are answered directly by an experienced Help Desk specialist who gathers information and begins solving the problem right away. Over 95% of the incoming calls are answered immediately without waiting in a queue to speak to a specialist. If an issue requires further follow-up beyond the initial point of contact, a ticket number may be assigned so that the Client can track the progress of the solution.

If an issue should arise outside business hours, the system will take a message and a Help Desk associate will respond the following business day. Should the issue be severe and require immediate action, the caller can opt to be connected to the afterhours Emergency Line. The on-call technician will document the issue, gather contact information and reach out to the on-call support staff assigned for that day. The assigned on-call staff will return your call in less than 30 minutes. Our response time to afterhour emergency calls, on average, is less than 15 minutes. Athreon continuously measures and monitors call volume, wait time, abandoned calls, ticket volume and issue resolution at our Help Desk. Typical calls to the Help Desk include:

- Assistance in configuring the Athreon Mobile app
- Need help to download and install InSync for a hand-held digital dictation device
- Need a transcription to be moved back in the workflow to edit and re-authenticate
- Add a new dictator or staff member
- Directions on how to use InQuery to edit and authenticate a transcription
- Guidance on creating dictation using Athreon Mobile for iPhone/Android

**Online Support** - Submit issues or inquiries to Athreon's Help Desk personnel. Issues will be answered and worked on ***Monday - Friday 7 A.M. CST - 7 P.M. CST***

**Phone Support** - Toll-free telephone support is available ***weekdays 7 A.M. - 7 P.M. CST***

**After-Hours Emergency Option** – Athreon offers an after-hours emergency line where Clients can report an emergency server down or Athreon website down condition. The additional prompt will be offered after the Athreon support option is selected during your call after normal business hours. The option will put the caller in contact with our on-call technician who will alert on-call support staff to investigate. Response time for a callback with status is 15 minutes. This option is only for emergency system wide down conditions to report to our operations department in order to investigate.



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

State of West Virginia  
 Request for Quotation

Proc Folder: 61039

Doc Description: TRANSCRIPTION SERVICES FOR THE WVDRS DDS SECTION

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-04	2015-03-12 13:30:00	CRFQ 0932 DRS1500000005	1

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

Atreon Corporation  
 939 W North Ave. Suite 750  
 Chicago IL, 60642

(800) 935-0973

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton

(304) 558-7023

evelyn.p.melton@wv.gov

Signature X *Magnus Garde*

FEIN # 54-1470859

DATE 3/9/2015

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

CHARLESTON DISABILITY DETERMINATION  
DIVISION OF REHABILITATION SERVICES  
500 QUARRIER ST STE 500

CHARLESTON

WV25301

US

DIVISION OF REHABILITATION SERVICES  
DISABILITY DETERMINATION SECTION  
500 QUARRIER ST, STE 500

CHARLESTON

WV 25301

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TRANSCRIPTION SERVICES PER LINE PRICE	1.00000	LINE	\$ .12	N/A

Comm Code	Manufacturer	Specification	Model #
41105803	NK	N/A	N/A

Extended Description :

ALL-INCLUSIVE TRANSCRIPTION SERVICES PER LINE.

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 THE TELE-TRANSCRIPTION SERVICES FOR THE CONSULTATIVE EXAMINATION SOURCES.

REQUEST FOR QUOTATION  
CRFQ\_DRS1500000005 - Transcription Services

30

---

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: Joshua Tech  
Vendor's Address: 989 W. North Ave  
Suite 750  
Telephone Number: (800) 935-0973 x 711  
Fax Number: (800) 935-0973  
Email Address: josh@athreon.com



**WEST VIRGINIA DISABILITY DETERMINATION SERVICES  
CONFIDENTIALITY AGREEMENT**

33

**OVERVIEW**

The purpose of the Confidentiality Agreement is to secure the Disability Determination Services (DDS) most protected asset - information. DDS stores and transmits a great deal of sensitive information. Accordingly, we have concerns about protecting the confidentiality and integrity of this information, in both its paper and electronic forms.

The attached Confidentiality Agreement is being instituted to ensure that all persons with access to protected NPPI, PII, SPII, and PHI information or any other information deemed confidential, fully understand their obligations to limit their use of such information and to protect such information from disclosure. Special attention items, as well as definitions, are highlighted below. If you have any questions about this agreement or fail to understand the contents, please contact personnel for further information.

**Special attention items:**

- Use of protected NPPI, PII, SPII, and PHI information and confidential information is permitted only when the user has a need to know such information;
- Disclosure of protected NPPI, PII, SPII, and PHI information or confidential information is only permitted by SSA policies and procedures, as may be amended from time to time; and
- Protected NPPI, PII, SPII, and PHI information and confidential information is protected in all forms, electronic and paper.

**DEFINITIONS**

**Disclosure** - The release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

**Need-to-know** - The necessity for access to, or knowledge or possession of, specific information required to carry out official duties.

**Protected Health Information (PHI)** - With regard to HIPAA covered entities, individually identifiable health information, including demographic information, whether oral or recorded in any form or medium, that relates to the individual's health, health care services and supplies, or

**WEST VIRGINIA DISABILITY DETERMINATION SERVICES  
CONFIDENTIALITY AGREEMENT**

payment for services or supplies, *and* which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual including but not limited to preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present or future payment for the provision of health care to an individual; *and* includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected health information does not include the following:

1. Records covered by the Family Educational Rights and Privacy Act.
2. Employment records held by the entity in its role as employer (although use and dissemination of these records may be subject to other federal and state laws such as the Family and Medical Leave Act and those related to West Virginia Workers' Compensation).

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

**Sensitive Personally Identifiable Information (SPII)** - Those elements of PII that must receive heightened protection due to legal or policy requirements.

Sensitive PII includes:

- i) Most data elements in State personnel records
- ii) Occupational licensing data

**WEST VIRGINIA DISABILITY DETERMINATION SERVICES  
CONFIDENTIALITY AGREEMENT**

- iii) Driver history records
- iv) State/Federal contacts data
- v) Employment and training program data
- vi) Permits data
- vii) Historical records repository data
- viii) Personnel data

**Very Sensitive includes:**

- i) Social Security numbers
- ii) Credit card numbers
- iii) Food assistance programs data
- iv) Criminal history data
- v) Comprehensive law enforcement data
- vi) Foster care data
- vii) Health and Medical data
- viii) Welfare records/data
- ix) Domestic abuse data
- x) Driver license numbers
- xi) Individual financial account numbers

**Extremely sensitive includes:**

- i) State law enforcement investigative records
- ii) Communications systems
- iii) Child and Adult protective services client data

**Non-Public Personal Information (NPPPI) - Any personally identifiable information collected about an individual, including but not limited to, social security numbers, credit card or bank account numbers, medical or educational records, financial information collected by a financial institution used in connection with providing a financial product or service, or other sensitive, confidential or protected data, unless that information is otherwise publicly available.**

MG Initial

This agreement, including the attached overview, is entered into between the Disability Determination Services (DDS) and Athreon, Contractor's Employee (hereinafter the User).

All of the Parties agree as follows:

**WEST VIRGINIA DISABILITY DETERMINATION SERVICES  
CONFIDENTIALITY AGREEMENT**

It is understood between the Parties that during the terms of the User's Employment, that the User will only collect such protected Non-Public Personal Information (NPPI), Personally Identifiable Information (PII), Sensitive Personally Identifiable Information (SPII), and Protected Health Information (PHI) or other confidential information in conformance with DDS policy, procedures and rules.

It is also understood between the Parties that during the terms of the User's Employment, to the extent that the User has a need-to-know such information, the User may have access to protected NPPI, PII, SPII, and PHI or other information deemed confidential, in either paper, electronic or verbal form.

The User agrees not to disclose to anyone, directly or indirectly, any such NPPI, PII, SPII, and PHI or other confidential information, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to SSA policies, procedures, rules, or state or federal law. If information-specific releases, provisions, and restrictions do not exist, then User agrees to disclose confidential information only upon approval of the DDS Privacy Officer or counsel. All the above applies to the release of information in total or fragmented form. Further, the User agrees not to misuse any media, documents, forms or certificates in any manner which might compromise the confidentiality or security, or otherwise be illegal or against Authority's policies, procedures or rules, such as altering a record, using a certificate improperly, etc.

Any document, report, or other written information in whatever format, prepared by the User or information in whatever format that might be given to the User in the course of their Employment is the exclusive property of DDS and shall remain in the possession of DDS except as otherwise specifically permitted by DDS policies and procedures. The User understands that all access to information is subject to monitoring and audit.

The User understands that even when the User no longer has access to records of DDS, the User is still bound by this document and must continue to maintain the confidentiality of information to which access was previously given.

By signing below, the User understands and acknowledges reading and understanding the contents of this document and understands that any improper collection, use or disclosure of NPPI, PII, SPII, and PHI or other information deemed confidential may result in disciplinary action from the Contractor. In addition, DDS reserves the right to seek any remedy available by law or in equity for any violation of this agreement.

Contractor's Employee:                     Magnus Gade                      
Date:           8/9/2015

**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/agencyil.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 Purpose 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/agencyvli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyvli.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/r/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 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: Athreon Corporation

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

Signature: Magnus Gards

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

Title: CEO

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

Date: 3/9/2015

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF March 2015  
Patrick Morrisey  
Attorney General  
BY \_\_\_\_\_

## 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: Athreon Corporation

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

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

RFQ No. DRS150000005

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: Athreon Corporation

Authorized Signature: [Signature] Date: 3/9/2015

State of ILLINOIS

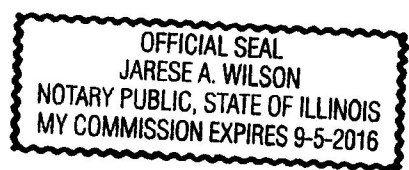
County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 9 day of March, 2015

My Commission expires 9/5, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Jarese A. Wilson  
*Purchasing Affidavit (Revised 07/01/2012)*



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DRS150000005**

**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.

Attheon Corporation  
 Company

  
 Authorized Signature

3/27/2015  
 Date

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