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

Request for Quotation

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BHS80091

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

ROBERTA WAGNER 304-558-0067

RFQ COPY TYPE NAME/ADDRESS HERE

HEALTH AND HUMAN RESOURCES BBH/HF VARIOUS LOCALES AS INDICATED BY ORDER

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GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

- 1. ACCEPTANCE: Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW: The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING: All services performed or goods delivered under State Purchase Orders/
 Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/
 Contract becomes void and of no effect after June 30.
- 4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- **6. ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY: The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer {b} be merchantable and fit for the purpose intended and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION: The Director or Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES: Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
- 10. LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
- 11. TAXES: The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 12. RENEWAL: Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- **13. BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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Department of Administration
Purchasing Division
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FREIGHTTERMS

ROBERTA WAGNER
304-558-0067

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HEALTH AND HUMAN RESOURCES
BBH/HF
VARIOUS LOCALES AS INDICATED
BY ORDER

F.O.B.

RFQ COPY TYPE NAME/ADDRESS HERE

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Question 1. What is the estimated line dictation between the following times.

- A. 12:00 midnight through 6:00 p.m.
- B. 6:00 a.m. through 5:00 p.m.

Answer: During November 2007, Welch had 70,400 lines of dictation. These were done at all hours of day and night but we only receive transcribed reports during the hours of 7:00 AM and 4:00 PM except for STAT emergency reports.

C. 5:00 p.m. through 12 midnight

Question 2. What is the estimated line dictation for emergency dictation between the following times.

- A. 12:00 midnight through 6:00 a.m.
- B. 6:00 a.m. through 5:00 p.m.

Answer: During November 2007, Welch had 70,400 lines of dictation. These were done at all hours of day and night but we only receive transcribed reports during the hours of 7:00 AM and 4:00 PM except for STAT emergency reports.

Sharpe Hospital (Will not have any "emergency dictation")

Mildred-Mitchell Bateman - "We transcribe about 65,000 to 68,000 lines per month with our transcriptionists. **We do not have emergency dictation.** Most admissions occur in the evenings and at night - but since we are a Behavioral Health Facility and not medical, our dictation/ transcription does not have to be done stat".

C. 5:00 p.m. through 12 midnight.

Question 3. Is the emergency dictation the only dictation that is required to be completed in the 90 minute frame?

Answer: Welch Hospital (YES)

The emergency reports (STATS) for November are broken down as follows:

12:00 midnight through 6:00 AM .. none this month

6:00 AM through 5:00 PM...... 397 lines

5:00 PM through 12 midnight 77 lines

Sharpe Hospital (Will not have any "emergency dictation")

Mildred-Mitchell Bateman (Will not have any "emergency and night dictation")

----- End of Addendum ------