





NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

| | |
|--|--|
| CONTRACT NUMBER CS182441001 | CONTRACT TITLE Statewide Medical Transcription Services |
| AMENDMENT NUMBER NA | CONTRACT PERIOD August 15, 2018 through May 21, 2019 |
| REQUISITION/REQUEST NUMBER NA | SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 2729830970 0/MB00122425 |
| CONTRACTOR NAME AND ADDRESS Transcription Outsourcing, LLC 1780 S. Bellaire St. Suite 400 Denver, CO 80222 | STATE AGENCY'S NAME AND ADDRESS Various State Agencies located throughout the State of Missouri |
| ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CS182441001 between the State of Missouri and Transcription Outsourcing, LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document. | |
| BUYER Molly Hurt | BUYER CONTACT INFORMATION Email: molly.hurt@oa.mo.gov Phone: (573) 751-8900 Fax: (573) 526-9816 |
| SIGNATURE OF BUYER  | DATE 10.2.18 |
| DIRECTOR OF PURCHASING  Karen S. Boeger | |

TRANSCRIPTION SERVICES
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: **Transcription Outsourcing, LLC**

Participating Entity: **STATE OF MISSOURI**

The following products or services are included in this contract portfolio:

- Medical Transcription

The following services are not included in this agreement:

- General Transcription
- Court/Legal Transcription

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Transcription Services led by the State of Alaska for use by state agencies and other entities located in the Participating State Missouri authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|------------|--|
| Name: | Transcription Outsourcing LLC |
| Address: | 1780 S. Bellaire St. Suite 400 Denver, CO 80222 |
| Telephone: | 855-287-3710 |
| Fax: | |
| Email: | bwalker@transcriptionoutsourcing.net |

TRANSCRIPTION SERVICES
Led by the State of Alaska

Participating Entity

| | |
|------------|---|
| Name: | Molly Hurt, Buyer |
| Address: | State of Missouri Division of Purchasing 301 W. High Street, Room 630 Jefferson City, MO 65101 |
| Telephone: | 573-751-8900 |
| Fax: | 573-526-9816 |
| Email: | Molly.HURT@oa.mo.gov |

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Lease Agreements: **Reserved**

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



NASPO ValuePoint
PARTICIPATING ADDENDUM



TRANSCRIPTION SERVICES

Led by the State of Alaska

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|---|
| Participating Entity: State of Missouri | Contractor: Transcription Outsourcing, LLC |
| Signature:  | Signature:  |
| Name: Karen S. Boeger | Name: Ben Walker |
| Title: Director, Division of Purchasing | Title: CEO |
| Date: 9/22/18 | Date: May 29 th , 2018 |

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|--------------------------------------|--|
| Cooperative Development Coordinator: | Ted Fosket |
| Telephone: | (907) 723-3360 |
| Email: | tfosket@naspovaluepoint.org |

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CS182441001

REQ NO.: NA

TITLE: Medical Transcription Services - Statewide

BUYER: Molly Hurt

PHONE NO.: (573) 751-8900

E-MAIL: Molly.Hurt@oa.mo.gov

TO: Transcription Outsourcing LLC
1780 S Bellaire St Suite 400
Denver, CO 80222

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

| | |
|---------------------|---|
| SCAN AND E-MAIL TO: | molly.hurt@oa.mo.gov |
| FAX TO: | (573) 526-9816 |
| MAIL TO: | PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809 |
| COURIER/DELIVER TO: | PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517 |

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Various Locations
throughout the State of Missouri

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Alaska Contract #170007304 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

| | | | |
|---|--|---|--|
| VENDOR NAME | | MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN) | |
| Transcription Outsourcing, LLC | | 122425 | |
| MAILING ADDRESS | | | |
| 1780 S. Bellaire St. Suite 400 | | | |
| CITY, STATE, ZIP CODE | | | |
| Denver, CO 80222 | | | |
| CONTACT PERSON | | EMAIL ADDRESS | |
| Ben Walker | | bwalker@transcriptionoutsourcing.net | |
| PHONE NUMBER | | FAX NUMBER | |
| 720-287-3710 | | 303-952-9897 | |
| VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) | | | |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt | | | |
| AUTHORIZED SIGNATURE | | DATE | |
| | | May 23, 2018 | |
| PRINTED NAME | | TITLE | |
| Ben Walker | | CEO | |

CONTRACT TITLE: Medical Transcription Services - Statewide

CONTRACT PERIOD: May 22, 2019 through May 21, 2020

Contract CS182441001 is awarded by the State of Missouri consisting of the following:

- ❖ The attached Contract #170007304, signed by the State of Alaska on May 22, 2017.
- ❖ The attached Solicitation #2017-0200-3356 issued by the State of Alaska on February 8, 2017 consisting of 51 pages.

The contractor shall perform the medical transcription services specified by the State of Missouri, at the firm, fixed prices specified in the attached documentation. All references to the State of Alaska, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Alaska such as background information, statistical/factual information, etc.

The contractor shall submit invoices for medical transcription services provided for the State of Missouri to the address shown on Purchase Order.

Federal Funds Requirement:

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Affidavit of Work Authorization and Documentation:

Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Exhibit B, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit B must be submitted prior to an award of a contract.

Contractor's Personnel:

The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- (1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- (2) Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- (3) Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

Missouri Statewide Contract Quarterly Administrative Fee:

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 1. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630, Jefferson City, MO 65101-1517

- **Fax:** (573) 526-9815
- **Email:** ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Missouri Statewide Contract Quarterly Usage Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

| Data Element | Description |
|--|--|
| Contractor Name | Contractor name as it appears on the contract. |
| Statewide Contract Number | Statewide contract number as listed on the cover page of your contract with the State of Missouri. |
| Report Contact Name | Name of the person completing the report on behalf of the contractor. |
| Contact Phone Number | Phone number for the person completing the report. |
| Contact Email Address | Email address for the person completing the report. |
| Date Report Submitted | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing. |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract. |
| Entity Type | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name | Customer's name. If the customer has multiple locations, please only use the main entity name. |
| Product or Service Description | Description of product or service purchased. |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card". |
| Contract Line Item Number | Line item number on the contract. |
| Quantity Delivered | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project. |
| Unit Price Charged | Unit Price Charged (i.e. excluding credits) for the product or service purchased. |
| Extended Price | Quantity Delivered X Unit Price Charged. |

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline.

Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment 2 which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

Outside United States: If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|---|-----------|-----------------|
| Are any of the vendor's proposed products and/or services being manufactured or performed at sites outside the United States? | Yes _____ | No <u> x </u> |
| If YES, do the proposed products/services satisfy the conditions described in section 4, subparagraphs 1, 2, 3, and 4 of Executive Order 04-09? (see the following web link: http://s1.sos.mo.gov/CMSImages/Library/Reference/Orders/2004/eo04_009.pdf) | Yes _____ | No _____ |
| <p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>1. _____ Unique good or service.</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>2. _____ Foreign firm hired to market Missouri services/products to a foreign country.</p> <ul style="list-style-type: none"> • Identify foreign country: _____ <p>3. _____ Economic cost factor exists</p> <ul style="list-style-type: none"> • EXPLAIN: _____ <p>4. _____ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US.</p> <ul style="list-style-type: none"> • Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____ % • Specify what contract work would be performed outside the United States: _____ | | |

Registration of Business Name (if applicable) with the Missouri Secretary of State: The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

| | |
|--|--------------------------------|
| FL001424156 | Transcription Outsourcing, LLC |
| <i>Charter Number (if applicable)</i> | <i>Company Name</i> |
| If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption: | |

EXHIBIT A
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Transcription Outsourcing, LLC

037801851

Company Name


DUNS # (if known)

Ben Walker

CEO

Authorized Representative's Printed Name

Authorized Representative's Title



May 29th, 2018

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT B
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under CS182441001 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Medical Transcription Services - Statewide with all documentation required in Box B of this exhibit.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT B, continued

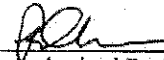
(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Transcription Outsourcing, LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Ben Walker

Authorized Business Entity Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Transcription Outsourcing, LLC

Business Entity Name

May 29th, 2018

Date

bwalker@transcriptionoutsourcing.net

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☒ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT B, continuedAFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

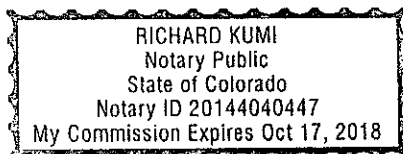
Comes now Ben Walker (Name of Business Entity Authorized Representative) as CEO (Position/Title) first being duly sworn on my oath, affirm Transcription Outsourcing, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Transcription Outsourcing, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

| | |
|---|----------------------------------|
| <u>[Signature]</u> | <u>Ben Walker</u> |
| Authorized Representative's Signature | Printed Name |
| <u>CEO</u> | <u>May 30th, 2018</u> |
| Title | Date |
| <u>bwalker@transcriptionoutsourcing.net</u> | <u>613248</u> |
| E-Mail Address | E-Verify Company ID Number |

Subscribed and sworn to before me this 30th of May, 2018. I am
(DAY) (MONTH, YEAR)
 commissioned as a notary public within the County of Denver, State of
(NAME OF COUNTY)
Colorado, and my commission expires on 10/17/2018
(NAME OF STATE) (DATE)

| | |
|---------------------|-------------------|
| <u>[Signature]</u> | <u>05/30/2018</u> |
| Signature of Notary | Date |





Company ID Number: 613248

Approved by:

| | |
|---|---------------------------|
| Employer Transcription Outsourcing, LLC | |
| Name (Please Type or Print) Benjamin K Walker | Title |
| Signature Electronically Signed | Date 10/30/2012 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 10/30/2012 |

EXHIBIT B, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

TRANSCRIPTION OUTSOURCING LLC
% BEN WALKER
1780 S BELLAIRE ST STE 400
DENVER CO 80222

July 24, 2018

RE: FEDERAL IDENTIFICATION NUMBER: 272983097

Dear Sir or Madam:

Thank you for contacting the Department of Revenue. This is in response to your request for a Vendor No Tax Due in accordance with House Bill 600, Section 34.040.7 RSMo.

Enclosed please find the requested Vendor No Tax Due.

If you require additional information, please feel free to contact us at the above address or telephone number.

TAXATION DIVISION

NH:DU2096

Enclosure

CBN045
201820500300545

TAXATION DIVISION
P O BOX 3666
JEFFERSON CITY MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268
Fax: (573) 522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

TRANSCRIPTION OUTSOURCING LLC
% BEN WALKER
1780 S BELLAIRE ST STE 400
DENVER CO 80222

DATE ISSUED: JULY 24, 2018

FEDERAL IDENTIFICATION NUMBER: 272983097

The Missouri Department of Revenue certifies that based on the information provided the above listed taxpayer/vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. As a result, the above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink, appearing to read "Esta Zaring".

Esta Zaring
Administrator, Business Tax

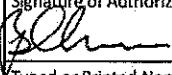
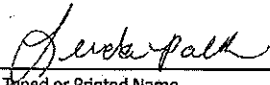
NH:DU2096

CBN045
201820500300545

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

| | | | |
|--|---|-----------------------------------|-------------------------------------|
| 1. Agency Contract Number 170007304 | 2. Contract Title Transcription Services | 3. Agency Fund Code N/A | 4. Agency Appropriation Code N/A |
| 5. Vendor Number VS004278 | 6. IRIS GAE Number (if used) N/A | 7. Alaska Business License Number | |
| This contract is between the State of Alaska, | | | |
| 8. Department of Administration | | Division General Services | hereafter the State, and |
| 9. Contractor Transcription Outsourcing LLC | | hereafter the contractor | |
| Mailing Address 1780 S. Bellaire St. Suite 400 | Street or P.O. Box | City Denver | State CO ZIP+4 80222 |
| <p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service: 2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract. 2.2 Appendix B sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract will be for two years, with three one-year renewals. The first term begins on <u>05/22/17</u> and ends on <u>05/21/19</u></p> <p>ARTICLE 4. Considerations: 4.1 Consideration of the contractor's performance under this contract, shall be in accordance with the provisions of Appendix C. 4.2 When billing, the contractor shall refer appendix C for instructions.</p> | | | |

| | | | |
|---|----------------------|---|--|
| 11. CONTRACTOR | | 13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal. | |
| Name of Firm Transcription Outsourcing LLC | | | |
| Signature of Authorized Representative  | Date May 19, 2017 | | |
| Typed or Printed Name of Authorized Representative Ben Walker | | | |
| Title CEO | | | |
| 12. CONTRACTING AGENCY | | Signature of Head of Contracting Agency or Designee  | |
| Department/Division Department of Administration, Division of General Services | Date | Date 05/22/17 | |
| Signature of Project Director N/A | | Typed or Printed Name Linda Polk | |
| Typed or Printed Name of Project Director | | Title Contracting Manager | |
| Title | | | |

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

Appendix A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this

contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

Appendix B

The terms and conditions of this contract, including the scope of work/services, are contained in the following documents, incorporated by reference:

- Appendix E: RFP #170007304, Transcription Services, as amended, issued by the Division of General Services, in conjunction with NASPO ValuePoint.
- Appendix F: Proposal Submitted by Transcription Outsourcing, LLC, in response to RFP #170007304.

Appendix C

Work performed shall be billed at or below services rates proposed by the contractor as shown on the following page.

Payments shall be made in accordance with Attachment A, 12 of the RFP 170007304.

Vendor Name: Transcription Outsourcing, LLC (Denver, CO)

Please provide cost for General, Legal, Medical and Additional Transcription. Price is based on a standard line of 65 characters including spaces.

Prices provided will be for state (s) vendor is awarded a master agreement

It is required that vendors bid in column labeled "4-day" a not to exceed price for the most urgent service need. Services that are not urgent, but are less than a day cannot exceed the urgent price quoted.

Vendor will price pricing in yellow highlighted cells:

| Service Type | Standard line (65 characters including space) | | | | | | | | | |
|--|---|----------|-----------|----------|-----------|----------|-----------|-------------|-------------|-----------|
| | Line Count | <1-day | 1-day | 2-days | 3-day | 4-day | 5-day | 6-days or > | 6-days or < | |
| General Transcription | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| Legal Transcription | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| Total | | \$ | \$ 220.00 | \$ | \$ 209.00 | \$ | \$ 187.00 | \$ | \$ 154.00 | \$ 143.00 |
| Additional Transcription Service Charges | | | | | | | | | | |
| Audio Time Coding | 550 | \$ 0.015 | \$ 8.25 | \$ 0.015 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.015 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.015 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.015 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| Speaker Tracking | 550 | \$ 0.083 | \$ 34.85 | \$ 0.066 | \$ 30.80 | \$ 0.048 | \$ 26.40 | \$ 0.032 | \$ 17.60 | \$ 0.024 |
| | 550 | \$ 0.083 | \$ 34.85 | \$ 0.066 | \$ 30.80 | \$ 0.048 | \$ 26.40 | \$ 0.032 | \$ 17.60 | \$ 0.024 |
| | 550 | \$ 0.083 | \$ 34.85 | \$ 0.066 | \$ 30.80 | \$ 0.048 | \$ 26.40 | \$ 0.032 | \$ 17.60 | \$ 0.024 |
| | 550 | \$ 0.083 | \$ 34.85 | \$ 0.066 | \$ 30.80 | \$ 0.048 | \$ 26.40 | \$ 0.032 | \$ 17.60 | \$ 0.024 |
| Non-American Accent | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| Noisy Background | 550 | \$ 0.015 | \$ 8.25 | \$ 0.013 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.013 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.013 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| | 550 | \$ 0.015 | \$ 8.25 | \$ 0.013 | \$ 7.15 | \$ 0.011 | \$ 6.05 | \$ 0.007 | \$ 3.85 | \$ 0.005 |
| Stutter Verbatim | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| Subtle File | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| | 550 | \$ 0.032 | \$ 17.60 | \$ 0.028 | \$ 15.40 | \$ 0.024 | \$ 13.20 | \$ 0.016 | \$ 8.80 | \$ 0.012 |
| High Difficulty Level | 550 | \$ 0.055 | \$ 32.25 | \$ 0.048 | \$ 45.65 | \$ 0.031 | \$ 39.65 | \$ 0.018 | \$ 26.40 | \$ 0.014 |
| | 550 | \$ 0.055 | \$ 32.25 | \$ 0.048 | \$ 45.65 | \$ 0.031 | \$ 39.65 | \$ 0.018 | \$ 26.40 | \$ 0.014 |
| | 550 | \$ 0.055 | \$ 32.25 | \$ 0.048 | \$ 45.65 | \$ 0.031 | \$ 39.65 | \$ 0.018 | \$ 26.40 | \$ 0.014 |
| | 550 | \$ 0.055 | \$ 32.25 | \$ 0.048 | \$ 45.65 | \$ 0.031 | \$ 39.65 | \$ 0.018 | \$ 26.40 | \$ 0.014 |
| Total | | \$ | \$ 364.45 | \$ | \$ 144.10 | \$ | \$ 128.20 | \$ | \$ 81.95 | \$ 62.70 |

Cost listed in Optional Transcription Services will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

| Optional Transcription Services * | Standard line (65 characters including space) | | | | | | | | | |
|-----------------------------------|---|----------|-----------|----------|-----------|----------|-----------|-------------|-------------|-----------|
| | Line Count | <1-day | 1-day | 2-day | 3-day | 4-day | 5-day | 6-days or > | 6-days or < | |
| Law Enforcement Transcription | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| Academic Transcription | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| Financial Transcription | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| | 550 | \$ 0.130 | \$ 71.50 | \$ 0.120 | \$ 66.00 | \$ 0.110 | \$ 60.50 | \$ 0.090 | \$ 49.50 | \$ 0.075 |
| Medical Transcription | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| | 550 | \$ 0.140 | \$ 77.00 | \$ 0.130 | \$ 72.00 | \$ 0.120 | \$ 67.00 | \$ 0.100 | \$ 55.00 | \$ 0.085 |
| Total | | \$ | \$ 220.00 | \$ | \$ 209.00 | \$ | \$ 187.00 | \$ | \$ 154.00 | \$ 143.00 |

* Pricing for Optional Transcription Services may be quoted in methods other than Line Count.



To: Department of Administrations
Division of General Services
Attention: Linda Polk
333 Willoughby, 7th Floor
Juneau, AK 99801

From: Ben Walker, CEO
Transcription Outsourcing, LLC
1780 S. Bellaire St. Suite 400
Denver, CO 80222
Telephone Number: 720-287-3710

RE: **RFP Number 170007304**, Transcription Services, State of Alaska

Dear Sirs and/or Madams,

Transcription Outsourcing, LLC is respectfully requesting to be considered for **RFP Number 170007304**, Transcription Services for the State of Alaska (through NASPO ValuePoint). All the required information necessary to formally apply to the RFP are presented within, but we wanted to highlight some of the advantages we can bring to this contract for Alaska (and the other participating states) that set us apart from our competitors.

Transcription Outsourcing, LLC has been in the transcription business for over 10 years. We have hired only the best U.S. legal, general, and medical transcriptionists, all of whom we have tested and screened, and all of whom have years of experience with transcription work. All our transcriptionists are also experts in researching unknown words, difficult audio, multi-speaker files, and verbatim transcription, and produce outstanding, complete, and accurate documents for our clients.

Our company prides itself on providing exceptional customer service. We are always available to answer questions by phone or email, and always respond to requests promptly. We have utilized our easy-to-use online transcription platform for the last 10 years, and feel any interested division regardless of specialization will find it has all the capabilities they need in a transcription service provider and more. We offer ongoing training and support on the system so that all users are comfortable using it, and never charge extra for additional training or support.

Currently, we work with several relevant clients across the U.S., including the Colorado Department of Motor Vehicles, Community Hospital in Grand Junction, the University of Colorado, and New York University, in addition to various police departments and State Patrol agencies. We produce IMEs, academic transcripts, notarized court proceedings, and various legal documents, in addition to many types of law enforcement transcription (not specified by this RFP but also an area of expertise). All of our clients, regardless of industry, will tell you if contacted that we completed their project quickly and accurately, and that they would recommend us to others – the highest compliment we can get. We can provide references to those clients or any others mentioned in the RFP if requested.

In addition, we are confident we can successfully provide all aspects of the work as described in the RFP. We can transcribe files with 100% accuracy and 24-hour turnaround time; we can ensure the



confidentiality and security of your data files; we have the staffing resources to be able to meet all transcription, reporting, and billing requirements; and we can provide an advanced reporting feature for all authorized users to track current usage broken up by user or department. Plus, we can accept VISA or p-cards as a method of payment. We can also provide proof of any certifications or insurance requirements you may need prior to the execution of the contract.

We thank you for your time and consideration. If you have any questions regarding this proposal, you can reach me by phone at 720-287-3710 or by email at bwalker@transcriptionoutsourcing.net.

Ben Walker
CEO
Transcription Outsourcing, LLC



Transcription Outsourcing, LLC

1780 S. Bellaire St Suite 400
Denver, CO 80222
transcriptionoutsourcing.net

Application for:
NASPO ValuePoint (Alaska) Transcription Services
March 23, 2017

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| 3. Confidential & Proprietary Information* | N/A |
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| 5. Resumes of Relevant Personnel (Attachment A) | |
| 6. Sample Style Guide (Attachment B) | |
| 7. Client Reference Forms (Attachment C) | |

Required files are on included CD as noted above.

* There is no confidential or proprietary information within this RFP.



Sec. 4.5.1 Experience and Capabilities

Offeror Profile

Provide the following information specific to your company:

a. Your company's full legal name

Transcription Outsourcing, LLC

b. Primary business address

1780 S. Bellaire St. Suite 400, Denver, CO 80222

c. Describe your company ownership structure

Sole Proprietor.

d. Resume of key personnel who will be managing this contract

The resumes of 3 key employees who would be in charge of this account are attached in *Attachment A*, at the end of this document.

e. Employee size (number of employees)

We are a company of 4 primary employees.

f. Website

<https://transcriptionoutsourcing.net/>

g. Sales contact information

Ben Walker, CEO

h. Your client retention rate during the past 3 years

Our client retention rate during the past three years is 100%. In the past, we've lost clients primarily due to change of circumstance such as change of staff and companies no longer requiring transcription services. Please see our Google and Yelp reviews for support.

i. A brief history of your company and the year it was founded

Ben Walker, the CEO of Transcription Outsourcing, LLC, first entered the transcription industry in 2006 when he co-founded eTransMed in Omaha, Nebraska. After deciding to expand to provide clients with other types of transcription services, Mr. Walker opened a new company, Transcription Outsourcing, LLC, in 2010 in Denver, Colorado. This origin of Transcription Outsourcing is uniquely relevant to this RFP, requiring



expertise across multiple disciplines. We provide transcription services to the legal, medical, general, law enforcement, financial, academic, and many other industries.

j. Describe your company's growth, if any, during the past three years.

Our company continues to grow in 2017, after a 30% growth rate in 2016 and a 15% growth rate in 2015.

k. Offeror must describe which state or states they will service – information required but not evaluated.

We are capable of serving all 50 states, territories, and any Canadian province, and have transcriptionists across the U.S. if the location of a transcriptionist is significant to a contract (some contracts require use of employees outside of the home state, for example). We currently work with clients in Arizona, Arkansas, California, Colorado, Missouri, New York, Ohio, Oregon, Washington, and Wyoming.



Customer Service

a. What are your hours of operation and when are key account people available to the Participating States?

Team leads are available to promptly answer any and all phone calls and emails between 7AM and 5PM MST. We provide 24/7 services for transcription as needed with varying turnaround time windows - from 4 hours up through several days. The CEO, office manager, and team leads all check their emails outside of normal business hours, and if a voice message is left at the office we have a system that sends a link to that message to the appropriate person's email, so we can listen to them anytime, anywhere.

b. Describe how problem identification and resolution will be handled.

Any problems with transcripts can be addressed in multiple ways. Satisfaction with transcripts is guaranteed, and we will make any requested changes free of charge. This can be initiated in two main ways:

- Immediate contact with your team lead by phone, text, or email
- Feedback tool built in to our online platform

Each of these methods will result in feedback sent to your team and to the transcriptionists assigned to your account, so any mistakes will not be repeated.

In order to have as few problems as possible, we work with our clients from the beginning to establish style guides and templates fit for every individual dictator and account. See *Attachment B* at the end of this document for an example style guide we use as reference.

c. Describe the system you will use to manage multiple accounts.

Transcription Outsourcing is divided into multiple divisions, including general, medical, and legal teams, with account managers for each. Should the need ever arise, we also have divisions for financial, law enforcement, and academic transcription. Each of these team leads are available for direct contact by their clients. We have never had problems in the past staffing for evening, weekend, and holiday work. Working with Loveland Police Department currently, we provide 6-hour turnaround time 24/7, while able to maintain consistent coverage for them during that time. This is all while maintaining our accuracy standards and processing up to 400 files per week for the single account.



d. What are your policy and procedures for responding to customer complaints and service issues?

Each document we transcribe is guaranteed to customer satisfaction. We guarantee 99% accuracy and make any requested changes to any document, free of charge. Additionally, there is a built-in tool on our platform for any corrections customers make before signing and approving documents. See below for details on our QA system:

Our Quality Assurance System

Transcription Outsourcing, LLC has a very stringent quality assurance (QA) process in place for current clients that will also be applied to Alaska (and any other contracting state): guaranteed 99% accuracy. In addition to this standard, any files deemed less than 99% accurate by any client may be returned for correction free of cost (with the exception of shipping fees if paper copies are required).

Typically, files are quality checked by at least two people – the original transcriptionist, and the QA editor. Both are experienced in transcription, including any required formatting of the client, terminology and general slang (as this is often relevant). If needed, we can have one of our experienced medical transcriptionists QA or transcribe any legal or general files as well. This will be very helpful if, for example, the legal division of a participating state needs to include in their report a summary of a child's medical records, or a technical description of injuries sustained. Difficult quality audio files are flagged and will be checked a third time, by a second-level QA editor, before being returned to the client.

The Transcription Outsourcing, LLC team prides ourselves on our accuracy standards, and seldom have an issue with not meeting a client's required accuracy. If, however, for some reason a returned file falls short of expectations, there are two recourses available. First, any authorized user can reject a file from their Inbox if it needs correcting, with a note explaining why if they wish. The rejected file then goes back to the transcriptionist who processed the file, and the transcriptionist, QA editor and the account manager all get notified by email of the rejection. We can then fix the file, re-check it for accuracy, and re-upload the file to the user's Inbox within 24 hours.



Second, all employees who use our transcription services will be provided with both the Office Manager and Project Coordinator's contact information. Simply alert one of them to the issue by phone, text, or email, and we will re-check the file to ensure its complete accuracy and return within 24 hours or less.

We understand that not meeting accuracy expectations as clearly spelled out in the RFP is a very serious issue, and would not expect any client to pay for any files that do not meet their standards.

e. How do you assess customer satisfaction?

We have tools to run reports evaluating and quantifying corrections made by customers, and receive emails every time changes are made to reports we produce, so we are kept aware of what is being corrected without any extra communication on the part of the client. We use our customer retention rate as a benchmark. Additionally, Transcription Outsourcing has never lost a contract that we have won through the RFP/IFB process.

f. What are your quality assurance measures and how are they handled in your organization?

We routinely audit our own transcriptionists to ensure their quality matches our 99% guarantee. We use feedback from clients and make sure we work with only the brightest transcriptionists. We do not accept sub-par work of any kind in our organization. These audits measure any mistakes or inconsistencies within a transcriptionists' work over time and are run regularly. Mistakes and feedback are delivered to the transcriptionists directly. If issues recur, transcriptionists are replaced.

g. What measures do you take, if any, to ensure that you are not overloaded by a single large order?

We use a large pool of independent contractor transcriptionists spread across the U.S. to accommodate variable influx of large projects to the company. We also have a pool of transcriptionists that we keep in contact with in case work volume expands suddenly. Our website receives anywhere from 1 to 5 employment inquiries per day.

We have successfully managed spikes in workflow while working with the Washington State Patrol and the Arkansas State Police for the last four and three years respectively. These agencies are statewide and have well over 1,000 employees each.



Technology

a. Describe your methods for order submissions, including online system, if any, that purchasing entities would use to place orders and receive results.

We have an online platform for complete end-to-end dictation, accepting files from an iPhone app, phone-in dictation system, or website upload, and delivering completed transcripts directly back to a web portal. We also accept files through Box.com, where a HIPAA-compliant folder can be set up for submissions and returned transcripts.

b. Describe your ability and processes to support a decentralized system of orders submitted from many end users in multiple states and locations.

Our platform is entirely driven through the web and is capable of delivering automated notifications to transcriptionists assigned to your account with details of your desired turnaround time and whether or not a report is a STAT so things move reliably and quickly. This system can handle hundreds of concurrent users and is backed up by redundant internet connections from multiple carriers, to ensure no downtime, with servers across the U.S. for good data speeds.

c. Describe your file format requirements.

Transcription Outsourcing, LLC is able to accept any form of voice recording, including: wav, mp3, aac, act, aifc, aiff, amr, ape, au caf, dct, ds2, dss, dsp, dvf, dvs, flac, ogg, m4a, mp2, mpc, msv, qcp, ra/rm, shn, spx, voc, vox, wma. We also have the capabilities to accept video files for transcription. We can handle encrypted files as long as a tool is included to play the files (e.g. video from prisons, etc.).

We have several audio converters that we have already purchased and can use to convert any audio file format into a more-common format, like .mp3 or .wav, if needed. We will purchase any additional conversion software at our own expense if required for any state contract.

In addition, if Scribe for some reason will not accept a specific audio format for upload (which so far has never happened with any of our clients), Transcription Outsourcing, LLC has secure alternate methods in place. Users can still send the audio files to us through many different file sharing platforms, preferably our HIPAA-compliant Box account. Via the platform You Send It, for example, files are encrypted before sending, and they may be downloaded only after the recipient enters their account user name and password.



4.5.2 Data Security & Confidentiality

a. What measures do you take to protect sensitive customer information and comply with all federal requirements including but not limited to Health Insurance Portability Accountability Act (HIPAA) and Personality Identifiable Information (PII)?

Transcription Outsourcing, LLC already has in place rigorous data security features and standards in order to comply with the federally-mandated Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) regulations in the medical transcription field. These are considered the most stringent security and confidentiality guidelines in the United States. They guard against releasing any confidential data, including names, dates of birth, addresses, social security numbers, or any other identifying personal detail. If confidential data is released, inadvertently or otherwise, hefty fines are levied against the vendor by the federal government.

Our platform is HIPAA-compliant as well as CJIS, which means it has the highest security features a transcription platform can have. If awarded the contract, we will continue to follow those same stringent guidelines we already have in place.

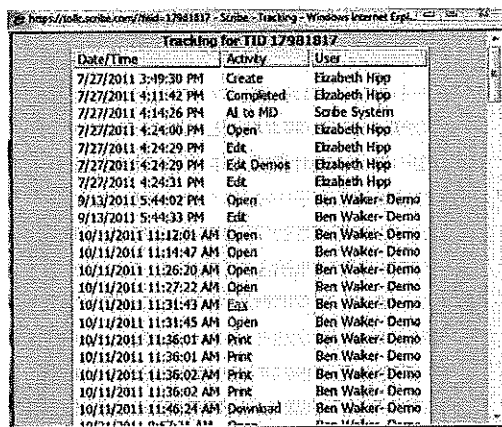
b. Describe your methods for handling and reporting security events.

Transcription Outsourcing, LLC has a data breach procedure guideline already in place that all employees and independent contractors have signed, to acknowledge their acceptance of these procedures. The text of this is below:

Employee or Independent Contractor will report to Transcription Outsourcing, LLC within a reasonable time period of discovery any (a) Security Incident, or (b) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. Employee or Independent Contractor will identify: (a) The nature of the non-permitted use or disclosure including how such use or disclosure was made; (b) The unsecured PHI used or disclosed; (c) If possible and applicable, the identity of the person/entity who received the unsecured PHI; (d) What corrective action Contractor took; (e) What Employee or Independent Contractor did to mitigate any deleterious effect; and (f) Such other information as Transcription Outsourcing, LLC or their clients may request.

Again, although some parts of that guideline are geared toward medical clients and HIPAA/HITECH standards, they can equally apply to any client with any confidentiality concerns, and they can be altered to include any breach procedures already in place by any client. Currently the guidelines, in brief, spell out exactly what the reporting procedures are in case a breach is suspected or detected.

In addition, Scribe has several security features in place in case of a breach of confidential data. On each individual file, we track which user has accessed it, and what they have done with it (edited it, printed it, faxed it, etc.) The screenshot below shows an example of the tracking information available. (Please note, the screenshot is from a demo account and does not reflect any actual patient/client information.)



| Date/Time | Activity | User |
|------------------------|-----------|-----------------|
| 7/27/2011 3:19:30 PM | Create | Elizabeth Hipp |
| 7/27/2011 4:11:42 PM | Completed | Elizabeth Hipp |
| 7/27/2011 4:14:26 PM | AI to MD | Scribe System |
| 7/27/2011 4:24:00 PM | Open | Elizabeth Hipp |
| 7/27/2011 4:24:29 PM | Edit | Elizabeth Hipp |
| 7/27/2011 4:24:29 PM | Edit Demo | Elizabeth Hipp |
| 7/27/2011 4:24:31 PM | Edit | Elizabeth Hipp |
| 9/13/2011 5:44:02 PM | Open | Ben Walker-Demo |
| 9/13/2011 5:44:33 PM | Edit | Ben Walker-Demo |
| 10/11/2011 11:12:01 AM | Open | Ben Walker-Demo |
| 10/11/2011 11:14:47 AM | Open | Ben Walker-Demo |
| 10/11/2011 11:26:20 AM | Open | Ben Walker-Demo |
| 10/11/2011 11:27:22 AM | Open | Ben Walker-Demo |
| 10/11/2011 11:31:43 AM | Edit | Ben Walker-Demo |
| 10/11/2011 11:31:45 AM | Open | Ben Walker-Demo |
| 10/11/2011 11:36:01 AM | Print | Ben Walker-Demo |
| 10/11/2011 11:36:01 AM | Print | Ben Walker-Demo |
| 10/11/2011 11:36:02 AM | Print | Ben Walker-Demo |
| 10/11/2011 11:36:02 AM | Print | Ben Walker-Demo |
| 10/11/2011 11:46:24 AM | Download | Ben Walker-Demo |

As you can see, you can view the document's full history, including who created it (who called in the file), who completed it (which transcriptionist typed it), when it was uploaded to the system (AI to MD), and every user who has opened, edited, printed, faxed and downloaded the file and at what time and date they did so. In addition, please note if you click on the "Fax" hyperlink, it will show you which fax number the file was sent to, and if this particular file was emailed it would show which email address it was sent to.

c. What policies and procedures do you follow to maintain confidentiality of all transcription files?

We have data breach guidelines already in place, and every file that passes through our online platform has tracking data associated with every step of its life, from submission date to the times and user identifiers of anyone who has accessed, faxed, transcribed, edited, or viewed the transcript. All of this



information is logged and accessible to account administrators. Our security is broken down further in the sections that follow.

Encryption

We host confidential data on our Scribe data hosting platform. This fully-encrypted platform is used to host both voice and data files, and we have used it successfully, without incident, for the last nine years. Scribe's security features include:

- Redundant backups and networks
- Scaled network redundancy
- Virtual Private Network (VPN) integration
- Dedicated datacenters
- Firewalled servers
- Secured FTP/SFTP servers
- Secure 128-bit SSL encryption

Documents on Scribe are fully encrypted with SSL (Secure Socket Layer) encryption, which encrypts segments of network connections and uses symmetric encryption for confidentiality and asymmetric cryptography for key exchange. Data, including voice files and returned documents, are encrypted both on delivery to the vendor and when returned to the agency.

Limiting Access

Each user will receive their own unique username and password to access files. Transcription Outsourcing, LLC is able to set up accounts so that multiple people have access to the same files, or we can restrict access of files to individual users.

We have several account types with different levels of access: Full Access can edit, print, fax, email, and archive files. Read/Print Only Access can view and print files, but not edit them. Read Only Access can only view files. We can also set up accounts that have a combination of the above features, giving each user only the access you want them to have. If chosen as NASPO's transcription vendor, we can go through each of the access options with any project contact to ensure full understanding and that the client's security standards are met.

In case of employee turnover, we are able to immediately revoke any user's access to the system and discontinue their access to any data, including both



voice and data files. We can also change a user's permission setting at any time, limiting or expanding their access as needed.

Firewalls protect data access anywhere personal data is stored, and physical access to all of our data is also highly limited, as detailed in the next section.

Physical Access and Security

Physical access to our data storage is controlled by a multi-stage security system. This includes card access, 24/7/365 security lighting, video cameras, surveillance, and locked cabinets. This applies to our data centers as well as our office in Denver.

Security Guidelines

We also have general security guidelines in place for all of our workers, which include password protecting any and all confidential information, restricting access with a user name and password on both their work computer and their internet access, and strict email guidelines to avoid revealing any PII, or personally identifiable information, which includes a person's name, birthdate, social security number, telephone number and email address.

In addition, we only use U.S. transcriptionists to further ensure security. We have found through previous experience that the technological infrastructure of most offshoring countries (India, the Philippines, etc.) is not sufficient to handle the proper encryption and transmission of sensitive data.

Confidentiality Agreements

Transcription Outsourcing, LLC already has confidentiality agreements in place with all of our employees and contractors, and we can provide copies of such agreements to the State of Alaska if requested. We are also willing to sign or have our contractors sign any confidentiality agreements the State of Alaska provides, and distribute and follow any guidelines necessary to preserve all confidential data.



4.5.3 References

- a. **Offeror shall provide complete and separate client reference form Attachment D for three references that are currently using or have previously used services of the type proposed in this solicitation. The references may include state governments or universities for whom the Offeror, preferably within the last three years, has successfully completed transcription services. A responsible party of the organization for which the services were provided to the client (the Offeror's customer) must provide the reference information and must sign and date the form. It is the Offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed may adversely affect the Offeror's score in the evaluation process.**

Client reference forms exceeding the specified number will not be considered. The State may contact the client references for validation of the information provided in the client reference forms. If the state finds erroneous information, evaluation points may be deducted or the proposal may be rejected.

See *Attachment C* for reference forms.



4.5.4 Scope of Work

A.1. General Transcription Services

- 1. The Contractor shall provide transcription services as detailed in this scope of work. The following requirements apply to all services provided by the awarded Contractor (s) within this scope of work of this solicitation.**

Transcription Outsourcing, LLC will provide transcription services as detailed in this scope of work.

- 2. The Contractor must have access to necessary equipment to provide complete transcription services as required. The Lead State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the Contractor providing service in the performance of this contract. The Lead State will document in writing the reason(s) for any rejection of personnel.**

Transcription Outsourcing, LLC has access to the necessary equipment to provide complete transcription services as required. Any necessary equipment will never be charged as a cost to Alaska or any other participating NASPO ValuePoint contractor.

- 3. The Contractor shall have the capability of providing audio to text and video to text.**

Transcription Outsourcing, LLC has the capacity to provide audio-to-text and video-to-text.

- 4. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.**

All transcriptions will be reviewed and proofread, spell-checked and demographically checked, and correctly formatted.



- 5. The Contractor shall establish a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the participating entity.**

Transcription Outsourcing, LLC has a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the participating entity. All system meets both HIPAA and CJIS requirements.

- 6. Upon receipt of an electronic transcript request from the purchasing entity, the Contractor shall download the digital recording from the SFTP or equivalent or equivalent site. Participating entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.**

Transcription Outsourcing, LLC will download all digital recordings from SFTP or equivalent site. The State of Alaska (or other state) may submit audio recordings by audio cassette, CD, or any other physical format. Transcription Outsourcing, LLC is responsible for retrieving and returning the audio cassette, CD, or other physical format submitted. Transcription Outsourcing, LLC is responsible for all costs associated with shipping.

- 7. The participating entity shall be given the opportunity to review, approve and accept all work ordered and received by the participating entity. All materials for review shall be delivered to the participating entity via the Contractor's SFTP or equivalent site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.**

The State of Alaska (or any other participating state) shall be given the opportunity to review, approve, and accept all work they order and receive. All materials for review shall be delivered to the participating entity via Transcription Outsourcing, LLC's platform or website, or any other agreed-upon delivery method. If corrections are needed, Transcription Outsourcing, LLC shall submit the corrections within 24 hours of notification from the participating entity. Corrections shall be made at no additional charge.



- a. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any participating entity requires retypes or corrections, the Lead State shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.**

Transcription Outsourcing, LLC will maintain 90% accuracy rate (our company guarantees 99% accuracy). We acknowledge that if more than ten percent of our submitted files require retypes or corrections, the Lead State will work with Transcription Outsourcing, LLC on a resolution and will take any necessary measures allowed to resolve the situation.

At present, less than one percent (1%) of our submitted files are returned for any corrections or retypes.

- 8. Deliverable deadlines shall be agreed upon by participating entity and Contractor prior to order placement.**

We understand deadlines shall be agreed upon by participating entity prior to order placement.

- 9. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.**

We will maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance. Transcripts are available permanently, but audio files will be deleted at the one-year mark (unless requested to be a different timeframe by a client or contract).

- a. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the participating entity.**

All data and transcriptions are logged on our secure platforms. This data is available to any contract holder and visibility is negotiable.

- b. The Contractor shall have the capability to generate reports from the log as requested by the participating entity. Reports shall be delivered to participating entity via the SFTP or equivalent site or email as requested by the participating entity.**



We have the capability to generate reports from the log as requested by the participating entity. Reports can be delivered to participating entity via the SFTP or equivalent site or email as requested by the participating entity. Reports can be run in Excel format at any time as requested and delivered directly and securely to any client.

10. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.

Transcription Outsourcing, LLC understands and will comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the participating state.

11. Contractor shall be held responsible for security of its premises and assumes all risk.

Transcription Outsourcing, LLC will be held responsible for the security of our premises and assume all risk.

12. The Contractor acquires no title or rights to any of the data it receives and transcribes for the participating entity.

Transcription Outsourcing, LLC understands and acknowledges that we acquire no title or rights to any of the data we receive and transcribe for the participating entity.

13. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.

Transcription Outsourcing, LLC provides a method for recording dictations 24 hours per day, 365 days per year, including holidays.

- a. Dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).**



Transcription Outsourcing, LLC acknowledges that the dictation method may include a toll-free telephone number dedicated to each participating entity, hand-held dictation device, PC microphone, or other approved method. We will provide a mechanism to give priority records that are needed immediately, i.e. a dedicated line. We have a method to create expedited STAT reports across all means of dictation and submission.

b. Must have capability of single speaker dictation and multiple speaker recordings.

Transcription Outsourcing, LLC has the capacity to handle both single-speaker and multi-speaker recordings, of as many speakers as needed.

14. All recordings must be able to be paused, rewound, and fast-forwarded.

Transcription Outsourcing, LLC supports rewinding and fast-forwarding on all platforms (including phone-in dictations).

15. The length of time a recording is maintained, the destruction of a recording; and any other use of the recorded data shall be determined by the participating entity.

Transcription Outsourcing, LLC acknowledges that the length of time a recording is maintained, the destruction of a recording, and any other use of recorded data shall be determined by the participating entity.

16. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.

All transcriptionists possess thorough understanding of English grammar, spelling, and punctuation. Our system of hiring, audits, and quality assurance (QA) together keep our transcriptions consistent with our 99% quality guarantee.



17. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.

We have a two-tier QA system in place, backed up by regular audits of contractors, just to ensure accuracy of all transcriptions, reports, and bills.

18. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the participating entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.

Transcription Outsourcing has extensive experience with ESL doctors and poor-quality audio. We do not anticipate audio quality-related issues to hold back or negatively affect our contractual commitments.

19. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.

- a. The participating entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;**
- b. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor's operations. However, the Contractor shall immediately notify the Lead State contact, and ordering agency of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and**
- c. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor's privacy manager or other**



appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.

These three conditions are accepted. Any security breaches or unauthorized access will be automatically reported to Transcription Outsourcing and passed along to Alaska or the contracting state immediately.

20.If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized acquisition for the purpose of determining the appropriate response.

We acknowledge a lost or shared data or security decryption key are to be considered breaches of security.

21.All services shall be performed in the United States.

If awarded, all people assigned to this account will be within the United States and American citizens. We run background checks on every single employee and independent contractor we work with.



A.2. Medical Transcription Services

22. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.

Transcription Outsourcing is qualified to provide medical transcription. We already work with several hospitals and medical facilities, and have transcriptionists with extensive medical experience.

23. The format shall be specified by the participating entity.

Transcription Outsourcing acknowledges responsibility for templates as designed by the participating entity. We can handle any templates, customizable down to individual dictator and report type.

24. The SFTP or equivalent site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

Our platform's SFTP used to transmit transcriptions does conform to Alaska's state privacy laws, and all federal privacy laws including HIPAA and its regulations at 45 CFR Parts 160 and 164, and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

25. The Contractor shall destroy medical transcriptions in compliance with the Participating State's laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.

All physical materials relevant to medical transcriptions will be destroyed as soon as they are no longer needed, and digital materials securely deleted promptly on their expiration date.



26. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the participating entity.

All confidential data we have access to will not be duplicated, shared, disclosed, inappropriately used, or disseminated without permission, as per HIPAA regulations.

27. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.

All employees are bound by contract to report any suspected unauthorized usage, unauthorized use, or disclosure of PHI or other data as soon as becoming aware. Additionally, as mentioned above, security systems are in place to keep unauthorized users from any place or data they should not be able to access.

28. The transcriptionists must be familiar with medical terminology and would preferably have transcriptionists that are certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy, and medications.

All transcriptionists assigned to medical accounts are familiar with medical terminology and are certified as such. All transcriptionists assigned to medical accounts have extensive medical transcription experience in the field.

29. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDl) industry standards.

All transcribed documents meet the JCAHO and AHDl standards.



A.3. Legal Transcription Services

30. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings. The Contractor shall meet the participating state's requirements for all written documents.

Transcription Outsourcing can provide written transcription for all digitally-recorded legal and quasi-legal proceedings, and will meet all participating state requirements for written documents.

A.4. Optional Transcription Services

31. If the Contractor provides optional transcription services, such as braille or insurance services the participating entity may provide a written request for these services to the Contractor.

We provide specialty services on request, with all charges and costs described in the attached Cost Matrix.



4.5.5 Marketing of the NASPO ValuePoint Master Agreement

The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

a. Briefly describe how you intend to promote the use of the Master Agreement.

Transcription Outsourcing, LLC will promote the Master Agreement using a number of different marketing methods, including a new website dedicated to this Master Agreement, marketing materials specifically for this Master Agreement, and email and phone campaigns. We will also partner with any marketing firm with relevant expertise in order to promote use of the Master Agreement.

b. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?

Because each state is different, we will be flexible based on that state's CPO and that state's needs and requirements. Our proposal is flexible enough to cover almost any transcription need we have encountered, and we are happy to offer any of those services to any NASPO ValuePoint member.

c. Public entities are sensitive to "scope" issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

Transcription Outsourcing's specialties expand beyond the scope of this solicitation, so we anticipate being able to accommodate any requests for transcription services across specialties like the law enforcement and academic fields, because they fall under our definition of "General Transcription Services", which the Master Agreement and Price Matrix both list.

d. How will your company manage due dates for administrative fee payments and usage reports?

Transcription Outsourcing will set up reminders in our accounting software, calendars, and for each team lead and accountant, to double- and triple-check that



all payments are made on-time and accurately. This is also true of any additional fees required for any state-specific addendum.

e. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

The biggest challenge is helping others understand transcription services, where they are needed, and where they are useful. We are excited about this opportunity to utilize the expertise of the Development Coordinators and Education & Outreach team, and welcome opportunities to leverage the skill and advice of ValuePoint coordinators. We will create a website, marketing materials, and emails, all specific to the Master Agreement.