

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: MEDICAL TRANSCRIPTION SERVICES

CONTRACT No.: OT902214

EFFECTIVE DATES: 07/01/13 to 06/30/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT902214 that opened on 06/10/13. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Department of Mental Health and Addiction Services, 30 E. Broad St., 8<sup>th</sup> Floor, Columbus, OH 43215 and Department of Youth Services, 30 W. Spring St., Columbus, OH 43215, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Terry Spiropoulos, CPPB  
terence.spiropoulos@das.state.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
HIPAA	3
Evaluation	4
Contract Award	4
Contract Renewal	4
Disclosure of Subcontractors/Joint Ventures	4
Disclosure of Service Providers	5
Specifications	6
Contract Items	12
Contractor's Index	12

## SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The contract price(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): As a condition of receiving a contract from the State, the Contractor and any subcontractor(s), will be required to comply with 42 U.S.C. Sections 1320d through 1320d-8, and regulations at 45 C.F.R. Section Parts 160, 162, and 164 [relating to privacy and security] regarding disclosure and safeguarding of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the American Recovery and Reinvestment Act of 2009. Contractor agrees to comply with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) applicable to it as a Covered Entity and/or a Business Associate. In the event of a material breach of Contractor's obligations under this section, the State Department of Administrative Services may terminate the Contract according to provisions for Contract termination.

REFERENCES AND EXPERIENCE REQUIRED: To be considered responsive the bidder must, at the time of bid submission, be an established business with all required licenses, bonds, facilities, equipment and trained personnel necessary to perform the work in this bid. Each bidder is to submit with its bid a listing of three (3) references documenting experience in providing Medical Transcription Services, in accordance with state and federal standards and guidelines, within the previous five (5) years. Also, in its bid, the bidder must demonstrate it has provided, within the last five (5) years, similar services to other customers of similar size and scope of work. Name, address, telephone number and contact person for each reference and prior customer must be included. If not included as part of their bid response, the bidder will be required to provide the references within five (5) calendar days after notification. Failure to provide the references within the stated time period will result in the bidder being deemed not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will evaluate the Total Bid Price, as entered by the Bidder, in the Price Schedule of the Price Schedule Page. To verify the accuracy of the Total Bid Price, the State will multiply the Price Per Line by the Total Number of Lines, as entered by the Bidder in the Price Schedule. Failure to provide the Price Per Line, Total Number of Lines, or Total Bid Price, may result in the Bidder being deemed not responsive. Offering more than one single price in each of the Price Per Line, Total Number of Lines or Total Bid Price may result in the Bidder being deemed not responsive. Although the contractual work typically involves transcribing verbal information into written form, for bidding purposes, the Bidder shall obtain the information to be transcribed and priced from Exhibit A which is a sample document in written form.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item.

CONTRACT RENEWAL: The Contract may be renewed for one (1) month at the State's option. Additionally, this Contract may be renewed, by agreement, for any number of times for any period of time under the same prices, terms and conditions stated herein. The cumulative total of all renewals by agreement may not exceed four (4) years.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos.

-----  
BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

-----  
DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V., General Provisions, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section (roman numeral) V., General Provisions, Paragraph G.):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

---

b) Principal location of all subcontractors (Name/City/State/Country)

---

---

c) Location where services will be performed (Name/City/State/Country)

---

---

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

---

---

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The bidder must complete the attached Contractor/Subcontractor Affirmation and Disclosure form Attachment A to abide with Executive Order 2011-12K, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

These specifications cover the medical transcription services required by the Ohio Department of Mental Health and Addiction Services (DMHAS) Behavioral Healthcare centers and the juvenile correctional facilities (JCF) operated by the Ohio Department of Youth Services (DYS). DMHAS Behavioral Health centers are located in six (6) locations around the State while DYS JCF's has four (4) locations around the State. A list of facilities and locations is included below. The medical transcription program desired should be highly sophisticated, comprehensive, incorporating modern techniques, utilizing Contract employees that will establish and maintain a high level of accuracy and promptness of service. Access to the Contractor's 800 number call center must be available at any time needed, 24 hours per day, 7 days per week, 365 days per year. The standards of performance set forth in these specifications represent minimum acceptable standards.

- A. All associated costs, to include, but not limited to, labor, fringe benefits, equipment, automated line counting reimbursement software, and supplies that are necessary to accomplish all specified services shall be included.
- B. A line of transcription is considered to be a 65 Visible Black Character (VBC) line. Character will be a VBC. A VBC is defined strike-able and visible characters and includes any printed letter, number, symbol, and/or punctuation mark visible to the eye, excluding spaces and any or all formatting (e.g., bold, underline, italics, table structure, formatting codes). All visible black characters can be seen with the naked eye as a mark, regardless of whether viewed electronically or on a printed page. A VBC line is calculated by counting all visual characters and dividing the total number of characters by 65 to arrive at the number of defined lines.

Examples VBCs are:

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z  
~ ! @ # \$ % ^ & \* ( ) \_ + { } | : < > ? ÷ ± ` 1234567890 - = [ ] \ ; ' , . / "

- C. Headers and footers should be included in the character count, and will not be counted differently than other VBC.
- D. Below is a listing of DMHAS Behavioral Healthcare centers and DYS JCFs. The following facilities may be expected to utilize the contract. In addition, any other DMHAS and DYS facility may use the contract, as needed.

DMHAS Facilities:

Appalachian Behavioral Healthcare (ABH)  
100 Hospital Drive  
Athens, OH 45701  
Kelly Markins  
(740) 594-5000  
Kelly.Markins@mh.ohio.gov

Heartland Behavioral Healthcare (HBH)  
3000 Erie Street South  
Massillon, OH 44647  
Patricia Eddleman  
(330) 833-3135  
Patricia.Eddleman@mh.ohio.gov

Northcoast Behavioral Healthcare (NBH)  
1756 Sagamore Road  
Northfield, OH 44067  
Bill Von Alt  
(330) 467-7131  
William.VonAlt@mh.ohio.gov

Northwest Ohio Psychiatric Hospital (NOPH)  
930 South Detroit Avenue  
Toledo, OH 43614  
Jim Skolmowski  
(419) 381-1881  
James.Skolmowski@mh.ohio.gov

Summit Behavioral Healthcare (SBH)  
1101 Summit Road  
Cincinnati, OH 45237  
Steven Burns  
(513) 948-3600  
Steven.Burns@mh.ohio.gov

Twin Valley Behavioral Healthcare (TVBH)  
2200 West Broad Street  
Columbus, OH 43223  
David Blahnik  
(614) 752-0333  
David.Blahnik@mh.ohio.gov

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

DYS Facilities:

Circleville Juvenile Correctional Facility  
640 Island Road,  
Circleville, OH 43113  
Robert Walker  
(740) 477-2500 ext. 7180  
Robert.Walker@dys.ohio.gov

Cuyahoga Hills Juvenile Correctional Facility  
4321 Green Road  
Highland Hills, OH 44128  
Dale LaChance  
(216) 464-8200  
Dale.LaChance@dys.ohio.gov

Indian River Juvenile Correctional Facility  
2775 Indian River Road  
Massillon SW, OH 44646  
Karen McCluney-Jackson  
(330) 837-4211  
Karen.Mccluney-Jackson@dys.ohio.gov

Scioto Juvenile Correctional Facility  
5993 Home Road  
Delaware, OH 43015  
Vickie Donohue  
(740) 881-3554  
Vickie.Donohue@dys.ohio.gov

II. CONTRACTOR'S BASIC SERVICE REQUIREMENTS

- A. Contractor must provide transcription services described herein at any time needed, 24 hours per day, 7 days per week, 365 days per year.
- B. Contractor must provide a Toll Free telephone service for DMHAS and DYS Clinicians to dictate reports.
  - 1. Systems that require the use of special recording devices are not acceptable.
  - 2. Systems that require the use of special upload programs are not acceptable.
  - 3. Contractor must supply ample phone lines to accommodate 250 plus dictators at any time needed, 24 hours per day, 7 days per week, 365 days per year.
- C. Contractor must comply with all HIPPA security and privacy regulations.
- D. Contractor shall provide transcription personnel in order to complete, at a minimum, an average of two hundred fifty thousand (250,000) lines of transcription per month.
- E. Contractor shall provide and utilize an accurate method for determining how visible characters are being counted, for billing and invoicing purposes. This method shall be transparent and provide full information needed for the Agency to accurately reconcile invoices.
- F. Contractor will utilize using agency approved file naming conventions.
- G. Medical Reference Material Requirements. At a minimum, the Contractor is required to maintain the following medical reference materials to expedite the reports to the using agencies.
  - 1. Medical Dictionary
  - 2. American Drug Index
  - 3. Medical Phrase Index
  - 3. Taber's Cyclopedia Medical Dictionary
  - 4. Diagnostic and Statistical Manual of Mental Disorders; Fourth Edition, Text Revision or most current edition
- I. Upon Contract award notification by DAS, Contractor shall make every effort to cooperate with DMHAS and DYS in transitional activities (e.g., Information Technology readiness, etc.) to be ready to perform on the Contract start date.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

III. CONTRACTOR PERSONNEL REQUIREMENTS

- A. The transcribers employed by the Contractor to perform under this Contract shall have a thorough and complete knowledge of medical terminology as it relates to various body systems and medical nomenclature of physical and mental impairments.
- B. The Contractor shall be required to utilize well qualified and experienced medical transcribers. Medical transcribers shall have a minimum of five (5) years of medical transcription experience. Said experience shall be related to the transcription of highly technical medical reports.
- C. The Contractor and all transcribers must be based and located in the United States of America. All data and information associated with the services performed under contract shall remain within the United States of America at all times.

IV. CONTRACTOR – SYSTEM ACCESS

- A. Upon award of the Contract, the Contractor must provide a list of transcribers to both using agencies. Access to DMHAS and DYS patient information (PCS) will be limited to only those individuals on this list. Group IDs are not permitted.
- B. Contractor will be able to install VPN access to above identified transcribers.
- C. All equipment, software and licensing is the responsibility of the Contractor.

V. TRANSCRIPTION REPORT SUBMITTAL

- A. Transcribed clinical reports are to be made available, electronically and securely, to the corresponding hospital or JCF using Microsoft Word software and using HIPAA compliant security measures. Word documents must have read/write access. DMHAS and DYS will each separately communicate the preferred method to receive reports. DMHAS and DYS do not necessarily need reports sent by E-mail, but secure Web-based access or other mutually agreed upon electronic method will be utilized. A non-electronic, backup method to communicate reports, using HIPAA compliant security measures, may also be utilized if approved by the using agencies.
- B. Each individual report will made available, electronically and securely, immediately upon completion. No hard copy is required from the Contractor.
- C. As indicated below, specific reports must be transcribed and returned according to the following timelines:
- D. Two (2) hour turn-around (completion) time is required on STAT reports. Note: Estimated Annual Usage/Requirements for STAT reports are less than 0.1 percent of all reports.
  - 1. Reports, that require twenty-four (24) hour turn-around (completion) time, are required for the following work types:
    - a. Psychiatric Exam
    - b. History and Physical
    - c. Discharge Narrative Summary
    - d. Psychiatry Progress Notes
  - 2. Reports that require forty eight (48) hour turn-around (completion) time is required for the following work types:
    - a. Social Service Report
    - b. Comprehensive Psychological
    - c. Psychological Testing Report
    - d. Brief Psychological Report
    - e. Competency to Stand Trial Evaluation
    - f. Sanity Evaluation
    - g. Competency Restoration
    - h. Post NGRI Acquittal
    - i. Mandatory Hearing

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

VI. WORK PROGRESS AND SUMMARY REPORTS

- A. Daily Job Report is to be sent to designated representatives at each DMHAS hospital and DYS facility and monthly reports specifying work types for the previous month. DMHAS and DYS will provide the awarded Contractor a sample of the reports specified.
- B. Contractor will provide samples of daily and monthly job reports for review.
- C. Contractor will use using agency approved file naming convention. DMHAS and DYS will provide an example to the awarded Contractor.

VII. STAFF TRAINING

- A. Contractor shall provide on-site training to DMHAS hospital and DYS facility identified staff on the use of their dictation system.
- B. Contractor shall provide dictation instructions in electronic format to DMHAS and DYS.

VIII. COMMUNICATIONS

- A. Contractor shall provide at a minimum two (2) primary contacts for DMHAS hospitals and DYS facilities to contact for problem resolution.
- B. DMHAS and DYS will appoint a central point of contact through whom communications will be directed and who will be responsible for monitoring quality assurance and quality control issues on behalf of the centers.
- C. Contractor will communicate down-time, changes, and updates in advance if possible or immediately notify the two (2) primary contacts for each of the DMHAS hospitals.
- D. Contractor will provide software used for billing purposes in order for DMHAS hospitals and DYS facilities to reconcile billing.

IX. QUALITY ASSURANCE MONITORING

- A. Contractor shall provide listen access for twenty four (24) individuals to be identified by the using agencies. This can be done via the Web site.
- B. Contractor's Quality Assurance reports are to be sent to a designated using agency representatives monthly to reflect timeliness, quality and volume, for monitoring of service.
- C. Contractor is to describe and provide a sample of their detailed Quality Assurance process, as part of their Bid response.
- D. Contractor's Quality Assurance process will include error rates at a minimum of ninety-five (95) percent accuracy.

X. INVOICING AND PAYMENT

- A. Contractor will provide a detailed monthly invoice along with appropriate reimbursement software or billing validation to each of the six (6) identified DMHAS and four(4) identified DYS representatives. A means to verify accuracy of bills and complete transparency in the count and billing process is required. Accuracy of the character count reflected in billing and invoicing shall exceed ninety (90) percent accuracy.
- B. The Contractor shall maintain such accounting books and records in connection with the operation(s) under this Contract, for the Contractual period. Said accounting books and procedures shall be in accordance with generally accepted accounting procedures and with all statutory provisions as set forth by State and Federal law, and shall be acceptable to DMHAS and DYS.
- C. Copies of all cost control records and reports shall be furnished to the DMHAS and DYS contact or designee in compliance with reporting scheduled as mutually agreed upon. Said reports shall include not less than monthly, quarterly, and annual summaries by facility.

## SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

### XI. RECORD STORAGE AND RETENTION

- A. Contractor will maintain voice recordings for a minimum of 30 days post transcription with the ability to recall and listen to the dictation.
- B. Contractor will maintain transcribed reports for a minimum of 60 days post e-mail with the ability to resend to using agency, if requested.

### XII. HANDLING OF THE STATE'S DATA

The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

- A. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
- B. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- C. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- D. Maintain appropriate identification and authentication process for information systems and services associated with State data.
- E. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
- F. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

### SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

### XIII. AGENCY RESPONSIBILITIES

A. Using Agencies will provide the following information to the awarded Contractor:

1. Templates of the various work types.
2. An example of approved file naming conventions for dictations.
3. A central point of contact through whom communications will be directed and who will be responsible for monitoring quality assurance and quality control issues on behalf of the centers for dictations.

PRICE SCHEDULE

TITLE: MEDICAL TRANSCRIPTION SERVICES

UNSPSC CATEGORY CODE: 82110000

OAKS ID#16198

	COST
MEDICAL TRANSCRIPTION SERVICES	\$ 0.119 per Line

---

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT902214-1 (06/30/15)

OAKS Vendor ID No.: 0000212148

TERMS: Net 30 days

MINORITY BUSINESS ENTERPRISE

Word Med, Inc.  
WordMed.Biz  
35675 Sedge Circle  
Solon, OH 44139



CONTRACTOR'S CONTACT: Diane Dance

Telephone: (440) 349-5000  
Cell Phone: (216) 650-1784  
Fax: (216) 916-4700  
E-Mail: diane.dance@wordmed.org