

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH SpeakWrite
AGREEMENT NUMBER _____**

This "Agreement" is made as of this 24 day of February, 201~~3~~¹⁴, by and between the City of Santa Rosa, a municipal corporation ("City"), and SpeakWrite, a Texas Limited Liability Company, ("Consultant").

RECITALS

- A. City desires to do business with company providing transcription services.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period. Invoices shall include all submission data including the submitter, submission type, case identifiers and number of words, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of Ninety Nine Thousand Nine Hundred and Ninety Nine dollars (\$99,999.00). The City's Chief Financial Officer is authorized to pay all proper claim.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this

Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Keith Hinton
Administrative Analyst
Santa Rosa Police Department
965 Sonoma Ave.,
Santa Rosa, CA 95404
(707)543-3577
9707)543-3557 Fax

Consultant Representative:

Justin Ruiz
VP of Business Development
SpeakWrite
(512) 342 0946 Direct Dial
(512) 569 2851 Cell
(877) 561 5982 FAX
justin.ruiz@speakwrite.com

9. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subconsultants.

d. The provisions of this Section 9 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than January 1, 2015.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of

economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Limited Liability Company (LLC) formed and in good standing under the laws of the State of Texas, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

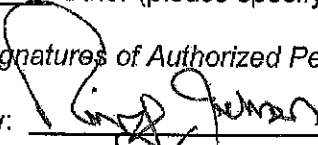
CONSULTANT:

Name of Firm: SpeakWrite LLC

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: 

Print Name: Richard Jackson

Title: President & CEO

By: _____

Print Name: _____

Title: _____

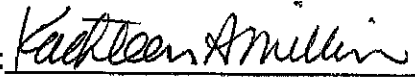
Taxpayer I.D. No. _____

City of Santa Rosa Business Tax Cert. No. _____

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By: 

Print Name: Kathleen A. Millison

Title: City Manager

APPROVED AS TO FORM:


Office of the City Attorney

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR AGREEMENTS FOR
PROFESSIONAL SERVICES**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
 2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary

and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

- C. **Verification of Coverage and Certificates of Insurance:** Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. **Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A

SPEAKWRITE

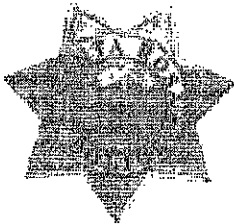
SpeakWrite

Scope of Services

Version 0.0

September 12, 2013

Scope of Services for Agreement to Perform transcription and digital documentation solutions to:



Santa Rosa Police Department
965 Sonoma Avenue
Santa Rosa, CA 95404

Contents

1	Purpose.....	4
2	Length of Service.....	4
3	Introduction and Corporate Background.....	4
4	Summary of services.....	4
5	Setup and Implementation.....	5
6	Transcription Process.....	5
6.1	Submission.....	5
6.2	Turnaround time.....	6
6.3	Document Delivery.....	6
6.4	Document Formats.....	6
6.5	Archive and retrieval.....	6
7	Availability of resources.....	6
8	Quality and Accuracy.....	7
9	Security and Confidentiality.....	7
10	Volume/Capacity.....	8
11	Account Management and Reporting.....	8
11.1	Group Management Pages.....	8
11.2	Individual Member Pages.....	9
11.3	Invoicing and billing.....	9
11.4	Training and User Support.....	9
12	Insurance.....	10
13	Pricing.....	10
14	Assumptions.....	11
15	Figures.....	11
16	Acceptance Criteria.....	Error! Bookmark not defined.
17	Acceptance.....	Error! Bookmark not defined.

Table of Figures

Figure 1. Key Items addressed in the scope of services document. 5

Figure 2. SpeakWrite charges by the word with a minimum charge of 100 words per submitted audio file..... 10

Figure 3. SpeakWrite will provide each account holder access to an individual member page via the SpeakWrite website for viewing and managing the account. 12

Figure 4. SpeakWrite will provide designated Department personnel with access to Group Management Pages to maintain Department accounts and upload and download jobs 13

Figure 5. SpeakWrite will provide monthly invoices, as well as access to usage and billing data via password-protected management pages. 14

Figure 6. SpeakWrite's SmartPhone app for iPhone, BlackBerry and Android enables Department users to record and submit dictation and other recorded material from anywhere. App features include the ability to record telephone calls and send for transcription, and incorporate pictures into the final document. 15

1 Purpose

This document describes and defines the services required to establish transcription service; receive, transcribe and return recorded material in a confidential manner; provide account management and reporting tools; train and support users; and manage billing for the life of the account.

2 Length of Service

As defined by contract.

3 Introduction and Corporate Background

SpeakWrite, a limited liability corporation, produces quality transcriptions for over 50,000 clients nationwide. Since 1997, SpeakWrite has provided transcription solutions to law firms, state and local government, law enforcement agencies and general business practitioners. SpeakWrite users dictate their work directly by calling a 24 hour toll-free dictation line or via free Smartphone Apps for iPhone, BlackBerry and Android. They can also upload prerecorded material such as notes and interviews directly to a secure website or via email 24/7/365. SpeakWrite's U.S.-based typists transcribe the recording, which is then returned through the SpeakWrite system via email to the requesting user. SpeakWrite uses no voice recognition technology in any part of the process. The recording and transcription are also accessible 24 hours a day to the user and designated account administrators via the SpeakWrite web site and individual and group management tool systems.

4 Summary of Services

Key scope items	
Turnaround Time	3 hours (Monthly Average)
Hours of operation	24 hours a day, 7 days a week, 365 days a year
Location of performance	United States – no offshore work performed
Resources	Human typists – no voice recognition technology used
Capacity	Unlimited
Methods of submission	1-800 dictation line from any phone; Smartphone app for iPhone, BlackBerry and Android; direct from computer with free SpeakWrite software; digital dictation device; recorded tapes; fax; FTP; mail; email; secure website upload
Methods of Delivery	Word processing document via Email, URL (Requires Account Number and Password), FTP, Password Protected ZIP, API and support provided for direct integration options
Security/confidentiality	128 bit SSL encryption, separate data recovery site, redundant servers and multiple other safeguards; criminal background checks and confidentiality agreements for all typists; jobs assigned out of state; HIPAA compliant
Training and Support	Online and onsite training options available at no cost; Help Desk staffed 18 hours per day; dedicated account manager for the life of the account
Pricing	Priced by the word. No additional costs for any service included in the scope of services beyond the per word cost of transcription (see enclosed pricing)

Figure 1. Key Items addressed in the scope of services document.

5 Setup and Implementation

SpeakWrite provides set up and implementation services including establishing accounts, training users and working with client staff to answer questions throughout the process. As a part of implementation, SpeakWrite will perform the following:

- Provide a dedicated account manager as a point of contact during implementation
- Establish the appropriate account structure to enable reporting and customization at each organizational level
- Provide an online, automated account set up feature to enable designated Department personnel to establish user accounts
- Set up user accounts if requested
- Load agency and individual User documentation preferences, templates, instructions, word lists, reporting features, and billing preferences
- Provide training for client personnel via webinar and/or in person, to be agreed upon with the Department
- Complete set up within 24 hours of authorization to proceed.

6 Transcription Process

6.1 Submission

SpeakWrite accommodates a variety of dictation methods including telephone, a Smartphone application, proprietary SpeakEasy software, and traditional recording methods. SpeakWrite accepts multiple file formats including WMA, WAV (PCM or Microsoft ADPCM format), MP3, MP4, Olympus (DSS or DS2), Adobe Acrobat (PDF), RealAudio (RA or RM), Sony (DVF or MSV), AMR, Apple (CAF or M4A), Audio Video Interleave (AVI), Windows Media Video (WMV), Moving Pictures Expert Group (MPEG), QuickTime Video (MOV), 3GP, m Express Scribe (DCT), and ZIP (which can contain any combination of the aforementioned file types.)

SpeakWrite will provide the following methods for Department personnel to submit their transcription jobs:

- **Telephone** - Dictate by telephone directly into the SpeakWrite system by calling a toll-free dictation line from any phone, entering the account number and PIN and following the automated prompts.
- **Free Smartphone Apps for iPhone, BlackBerry and Android** - Record audio from any location and submit for transcription, and integrate photos into the document if desired. Use the apps to record calls and have call audio transcribed.
- **Free SpeakEasy Dictation Software**- Dictate directly into a computer, then upload the recording via the internet for transcription. The software enables users to submit multiple files at once, including very large files.
- **Digital Dictation Device** - Save digital files to a computer and submit by email, web upload or using SpeakEasy software.
- **Recorded Tapes** - Record dictation, then play the recorded tape into the phone using an adapter cable, upload via SpeakEasy or mail the recorded tapes to SpeakWrite.
- **FAX** - Submit existing handwritten documents or hard copies via FAX.
- **FTP Upload and Delivery** - Submit dictated material via FTP (File Transfer Protocol) connections.
- **Secure website** - Logon to the SpeakWrite web site and submit work securely.

-
- **Email** – Submit file via email attachment.
 - **API** – Developer Interface and support provided for direct submission and delivery options; including document management and reporting systems.

6.2 Turnaround time

SpeakWrite will maintain a 3 hour average monthly turnaround time across all accounts.

6.3 Document Delivery

SpeakWrite will deliver transcripts via email as a Word file attached to the user's email address associated with each account. As an option, SpeakWrite can deliver jobs via a secure URL link or password protected ZIP file, which require an Account Number and PIN to gain access to the completed job. FTP options of both job submission and delivery are available as is a Developers API in which SpeakWrite will work towards a direct integration of the delivery and return of completed documents into the Department's document management system.

6.4 Document Formats

SpeakWrite provides a wide array of formatting options. SpeakWrite will confer with the Department on the various options and configure the SpeakWrite system with the Department's preferences. Document formatting capabilities include the following:

- **Add user instructions to individual jobs.** For example, a user may include instructions such as, "Transcribe the audio from minute 2:00 to minute 30:56".
- **Create, use and store templates.** Templates are pre-formatted documents and forms uploaded by users and stored in the system for repeated use. Templates can be created for individual users or the Department as a whole. SpeakWrite will restrict access to Department templates to the typists who are actively working on Department transcripts.
- **Submit a job with a Custom Filename.** Having the flexibility to label transcription jobs helps the Department group and track transcriptions by project name, billing number or other identifying information.
- **Set formatting options.** Users may choose from SpeakWrite's existing array of formatting options (types, fonts, etc.). Should the Department require additional formatting options; the SpeakWrite Account Manager will work with Department representatives to identify the requirements.

6.5 Archive and retrieval

SpeakWrite will retain transcribed work and the associated audio files for 90 days. Users will be able to download the completed documents and original audio via their Individual Member page. The Department can customize this timeframe, by either shortening or increasing the length of archive to best meet their needs.

7 Availability of Resources

SpeakWrite will accept, transcribe and return documents 24 hours a day, 7 days a week, 365 days a year. Help Desk personnel will be available 18 hours a day, 7 days a week, 365 days a year.

8 Quality and Accuracy

SpeakWrite will monitor the quality of Department jobs through internal quality assurance practices. In addition, each completed job contains a client feedback link. SpeakWrite will review and address any concerns that are submitted through the link. If the Department identifies a job that does not follow the required template formatting or that identifies errors as it relates to the submitted audio, SpeakWrite will correct the errors immediately upon notification and send the updated and complete document back to the designated User via the standard delivery method.

9 Security and Confidentiality

SpeakWrite will maintain internal security measures throughout the life of the account, which include the following:

Facilities

The SpeakWrite systems are housed in a state of the art data center in Austin, Texas, with a mirrored replicated environment in Montana. The datacenter includes:

- five levels of physical security
- multiple firewalls as well as a DMZ for externally facing servers
- biometric access controls
- a digital-video recording surveillance system
- redundant uninterrupted power supplies and HVAC units
- three generators
- high-sensitivity smoke detection systems that can detect a fire up to 30 minutes before smoke or flame.

Hardware/Software

SpeakWrite maintains full control and access to all hardware and software, which is monitored 24/7/365.

Other system security measures include the following:

- Virus Protection/Spam Blocking/Malware - SpeakWrite uses Trend Micro Enterprise security to monitor all servers, desktops and laptops
- RealTime and Full Disk Virus Scans - Servers, desktops and laptops are running real-time scans. A full disk scan is run on computers once a week
- Endpoint Security - Anti-malware, web-threat protection, intrusion defense and data loss prevention safeguard endpoints
- Datacenter Security - Anti-malware, IPS, firewall, file and system integrity monitoring, and application protection ensure security and compliance for physical and virtual servers
- Data Protection - Trend Micro Enterprise secures sensitive data with data loss prevention
- Web Security - Complete website and application protection; content scanning and URL filtering deliver web threat protection at the gateway
- Message Security - Blocks spam, malware, phishing and data leaks at the email gateway and mail server
- Vulnerability Management - Vulnerability management solutions reduce risk; Threat Management Service protects against evasive threats
- Firewall / DMZ - SpeakWrite environments are protected by a firewall and externally facing web servers are separated in a DMZ

- **Monitoring Security** - SpeakWrite IT is notified immediately when a virus or malware is detected on any computer. IT contacts the employee and rebuilds the employee's computer. SpeakWrite IT is notified when there is irregular network traffic and researches and responds to each alert.

Encryption and SSL Encryption

SpeakWrite uses 128-bit SSL encryption when sending and receiving files over the Internet. This includes client uploads of audio, client downloads of completed jobs, clients viewing and updating personal information, and the upload and download of client jobs to typists.

Authentication

Both users and typists require authentication in the system. Clients are authenticated using their Account ID and PIN when they use the toll-free dictation line or login to the web site. Typists are authenticated at multiple steps in the transcription process to increase the level of security.

Authorization

Authorization verifies client access upon logging in and which functionality is available to each particular client. For typists, authorization is used to verify that they have been assigned a job and verifies the authority of a typist to download job information and upload finished documents.

Secure Network of Typists

SpeakWrite conducts a review of each typist's employment history and performs a criminal background check on each one. Each typist signs Nondisclosure and Confidentiality Agreements. Typists complete training on handling client material and undergo consistent internal review. U.S. based typists are geographically dispersed through the country. Jobs are assigned at random to ensure that no typist receives multiple jobs about the same case or subject and a typist's identity is never available to other typists.

10 Volume/Capacity

SpeakWrite will accept and process any volume the Department submits without any prior notification or rate quote. Our network of typists work around the clock to ensure you will always have a quick and easy completion of your transcription needs.

11 Account Management and Reporting

SpeakWrite will provide online tools to enable Department personnel to monitor account usage and modify account characteristics.

11.1 Group Management Pages

SpeakWrite's management website enables designated Department personnel to manage users and view and retrieve jobs, billing and usage information 24 hours a day. Administrators may request custom reports from SpeakWrite or run reports themselves to analyze usage data such as total usage, usage by employee, usage by area, total dollars spent, dollars by employee, dollars by job, and turnaround time data. Reports can be

run on demand, or set to run as automated reports. Clicking one pushbutton exports the data to Excel. The group management pages will provide the following functions:

- Add and remove accounts
- Maintain account information
- Update processing preferences
- Manage User and Departmental templates, Word List, templates and all User and Group features
- View usage and billing data
- Retrieve completed transcriptions and audio from submitted jobs
- Designate who can submit jobs
- View who submitted jobs and when
- View word count for completed jobs
- View associated costs
- View usage trends
- View turnaround times

11.2 Individual Member Pages

SpeakWrite will provide each account holder with a personal preferences page and address book on the SpeakWrite web site. From this page, the user can view details about jobs and complete functions such as:

- Upload digital audio files for transcription
- Upload video files for transcription of the audio portion of those files
- Add Instructions feature for notes to the typists (names, terminology, start/stop point within audio)
- Retrieve completed transcriptions and audio from submitted jobs
- Resend completed jobs via delivery set delivery method
- Manage Templates, Word List, templates and all account features
- Download a completed job
- Listen to audio or download
- Send a comment regarding a job
- Update account preferences
- Access training materials and tutorials

11.3 Invoicing and billing

SpeakWrite will provide the following services related to invoicing and billing:

- Submit monthly Invoices in Excel and PDF format with a details breakdown of each requirement of this section
- Provide access to a password, protected site that displays billing and usage data 24 hours a day. Data includes the status of any job, account information, usage reports, and billing information.
- Provide the ability for agency administrators to run reports to analyze usage data such as total usage, usage by employee, usage by area, total dollars spent, dollars by employee, dollars by job, and turnaround time data. Reports can be run on demand, or set to run as automated reports. Clicking one pushbutton exports the data to Excel to enable further analysis and manipulation.

11.4 Training and User Support

SpeakWrite will provide the following job aids, training, and support to help users learn to use the SpeakWrite system effectively:

- Online Tutorial—Any user can take an online tutorial to become acquainted with the service. Many users are comfortable using the service after taking the tutorial.
- Webinars—online, remote training courses, offered live to user groups.

- Onsite Training – as required, SpeakWrite will conduct onsite training sessions.
- SpeakWrite Website - the SpeakWrite website contains instructions and tips, including a user quick start guide and a wallet card with usage instructions and reference information
- Team of Account Managers - SpeakWrite maintains a team of Account Managers that assist staff with the functionality and use of their SpeakWrite accounts. The Lead Account Manager runs the Account Management team for SpeakWrite coordinates contact with the Department. The Account Management team assists in the setup and maintenance of accounts, delivery of training, running of reports and other client services.
- Designated customer service contact - Each User has a dedicated Account Manager that is their go-to point of contact for assistance with any aspect of their account. Users can contact their Account Manager for assistance for any question they have about the SpeakWrite service.
- Customer Support - Users can also call the toll-free help line or email questions to receive support from 7am-midnight Monday thru Friday and 8am-11pm Saturday and Sunday.

12 Insurance

SpeakWrite will maintain the required insurance as identified by the Department.

13 Pricing

Use of the SpeakWrite service is completely pay-as-you-go. There are no fixed costs of any kind for using the service or having it available 24 hours a day. The Department is only charged for work transcribed and only at a per word cost. For words transcribed, the cost is:

Type of Work	Rate
General	1.25 cents per word
Legal	1.5 cents per word
Group Conversations	2.0 cents per word

Figure 2. SpeakWrite charges by the word with a minimum charge of 100 words per submitted audio file.

Definitions of Categories of Jobs:

General - Work not requiring the use of a trained and experienced legal transcriptionist.

Legal - Work requiring the use of a trained and experienced legal transcriptionist.

Group Conversations - Transcription of recorded conversations, interviews, seminars, conference calls or anything which involves more than one person speaking. A user can name up to two speakers per recording.

New accounts are created as either 'General' or 'Legal' accounts. Thereafter, Individual jobs cannot be outside of their account designation (i.e., legal work may not be done using a 'General' account). It is

recommended that you set up a 'Legal' account if your work contains legal terminology or formatting. Legal jobs dictated on a 'General' account cannot be transcribed.

Word Count

SpeakWrite will use the word count feature in Microsoft Word to determine final charges. Since rates are per word, there are no price variables such as number of pages, length of the dictation, submission method, or audio quality. Each type of dictation submitted will be charged the same rate every time.

Templates

Words from any client template incorporated into a job are included in the final word count of that job. Text from the header or footer portion of a transcribed document is not included in that word count.

14 Assumptions

- Upon authorization to proceed, Department personnel will participate in the activities required to begin service including: determining user sign up procedures, establishing the security approach for emails, confirming report formats, and confirming and completing training requirements.
- SpeakWrite's average monthly turnaround time is based on routine dictations employees complete in their everyday work. Should the Department encounter a frequent, ongoing and sustained need for a type of dictation that falls outside the norms of what can reasonably be done within the required timeframes, SpeakWrite will immediately notify the Department to determine the appropriate resolution.
- SpeakWrite follows the standards for preparing documents found in its Document Preparation Policy as described at www.speakwrite.com.
- All work done for SpeakWrite customers will be transcribed as dictated in the order dictated. SpeakWrite does not guess what a client might have meant, replace or correct formatting, transcribe music lyrics, or recreate forms. All work will be transcribed as dictated and based on the instructions provided within the audio or via the Job Instruction interface when uploading digital audio and video files. Any inaudible portions of the audio will be marked with asterisk in the typed document as an indication that the transcriptionist was unable to decipher that portion of the audio file.

15 Figures

The following exhibits demonstrate the examples of the following:

- Individual Member Page
- Group Management Pages
- Billing Data
- Invoice
- Wallet card

Individual Member Page

The screenshot displays the 'Individual Member Page' for a user named Penny Elder. The page features the SpeakWrite logo and navigation links for 'Preferences' and 'Log Out'. A 'JOB STATUS' sidebar is visible on the left. The main content area is titled 'Completed Jobs' and contains a table with the following data:

Job ID	Created Date	Completed Date	Status	Actions
11238-001	10/12/2011 09:33 AM	11/10/2011 08:33 AM	NT	Reassign Completed Job Refresh Completed Job Listen to Windows Media Audio Download MP3 file Send Comment

Below the table, a note states: 'This page lists jobs completed within the last 90 days.'

Figure 3. SpeakWrite will provide each account holder access to an Individual member page via the SpeakWrite website for viewing and managing the account.

Group Management Pages

SpeakWrite Welcome New Mexico C/FD Billing Account
Log Out

Welcome to the new SpeakWrite Group Pages

This tool allows you to search for SpeakWrite User accounts to upload jobs and manage all information associated with those accounts, including:

- Update Account Number, PIN, name, email or other information on the account
- Upload jobs for the account
- Review the job status
- Manage all features - Templates, Word List and Address Book
- Choose the word processing preferences
- Review the billing history for the account
- Review and Withdraw Email
- Review complete jobs on file
- Resend completed jobs
- Listen and download job audio files
- Send comments regarding jobs

For assistance with the use of this new tool, you may open and download the following training guide:
[Training Guide](#)

Navigation Menu:
 Billing / Preferences
 User Search
 Templates - Word List - Contacts
 Users
 Cibola County Billing Account
 San Juan County Billing Account
 Tarrant County Billing Account
 San Miguel County Billing Account
 Santa Fe County Billing Account
 Grimes County Billing Account
 Rio Arriba County Billing Account
 Executive Staff Billing Account
 East Investigations Billing Account
 West Investigations Billing Account
 West Pamunkey Billing Account

SpeakWrite Welcome Jos
Log Out

File Name	Job Number	Name	Status	Billing	Completed
11241_25563_00	11241-003	Justin Ruz (8122466330)	4 accounts	In Typing	Mon Aug 20 23:56:33 CDT 2011
11241_25564_00	11241-007	Justin Ruz (8122466330)	4 accounts	In Typing	Mon Aug 20 23:56:04 CDT 2011

Navigation Menu:
 Billing / Preferences
 User Search
 Users

Figure 4. SpeakWrite will provide designated Department personnel with access to Group Management Pages to maintain Department accounts and upload and download jobs

Billing Data

Pending Invoice

80.00 [Details](#)

Invoice History

Date	Amount	Status	Actions
Aug 01, 2011	\$78.11	Paid	Details Invoice
Jul 01, 2011	\$0.00	Paid	Details Invoice
Jul 01, 2011	\$2.89	Paid	Details

[Download as Excel](#) [Download as PDF](#)

SPEAKWRITE
 Web-to-Documents Service

1 Invoice Number: e78ce0e4
 2 September 01, 2010
 3 Direct Invoice for Account:
 4 Sample State Department Agency Billing Group (SSDABG) - GrpSP00001

Job Num	Date	File Name	Word Count	Job Total
Jane Doe (OFCCS) - 2812075685				
10218-004	2010-08-06	100806_082237_00	962	\$12.03
10225-009	2010-08-13	100813_110918_00	709	\$8.86
10225-010	2010-08-13	100813_111152_00	628	\$7.85
10225-012	2010-08-13	100813_111426_00	481	\$6.01
10238-006	2010-08-26	100826_091531_00	767	\$9.59
10238-007	2010-08-26	100826_091804_00	783	\$9.79
10238-008	2010-08-26	100826_092044_00	649	\$8.11
			Total:	\$62.24
			Total:	\$13.26
Sam Doe (OFCCS) - 6145758578				
10229-001	2010-08-17	Smith Case	104	\$1.30
10229-002	2010-08-17	Gomez Interview	146	\$1.83
10229-003	2010-08-17	Thompson Research	175	\$2.19

Figure 5. SpeakWrite will provide monthly invoices, as well as access to usage and billing data via password-protected management pages.

Smart phone App

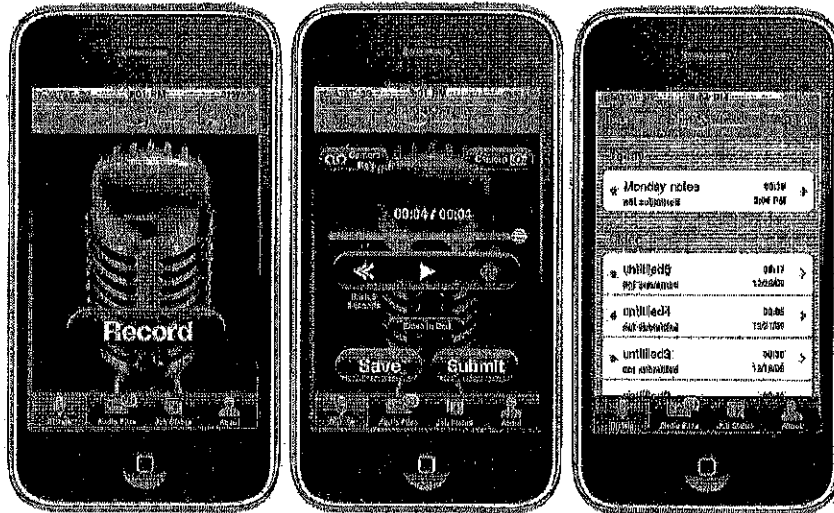
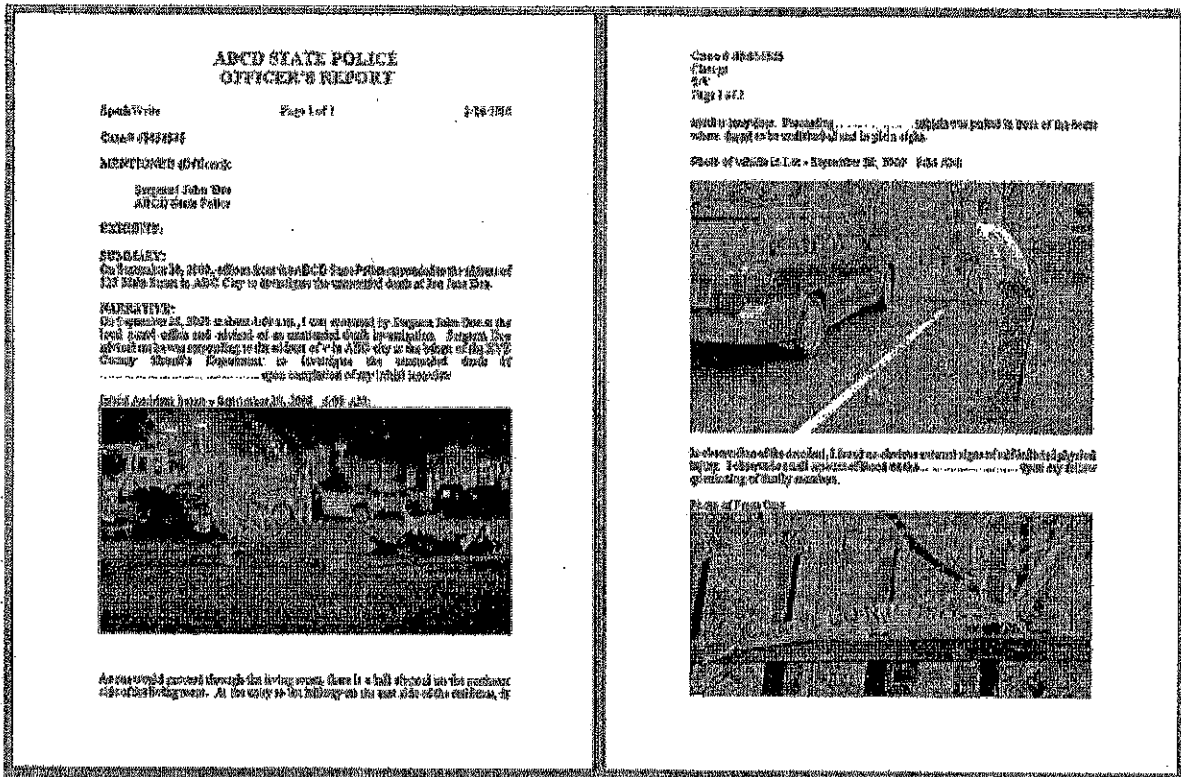


Figure 6. SpeakWrite's SmartPhone app for iPhone, BlackBerry and Android enables Department users to record and submit dictation and other recorded material from anywhere. App features include the ability to record telephone calls and send for transcription, and incorporate pictures into the final document.



Reference Materials Sample - Wallet card (Example of online, printable job aid)

Your Account #






Dictate
800-968-3428

Help
800-828-3888
support@speak-write.com

Log in
www.speak-write.com/login

Submit Audio File
submit@speak-write.com
Use only your ten-digit Account ID
in the subject line.

Other Ways to Submit Work

-  Fax
-  Email
-  File Upload
-  Mail or Courier
-  Digital Audio Files

For more information or to sign up a new account, visit us at www.speak-write.com/login

SPEAKWRITE

**Quick Reference
Wallet Card**

Dictate 800-968-3428 | Help 800-828-3888



Telephone Keypad Recording Functions*

1 Rewind to beginning	2 Record	3 Go to end of document
4 Skip backward 1/2	5 Pause	6 Skip forward 1/2
7 Skip backward 5 sec.	8 Play back	9 Skip forward 5 sec.
* Erase Forward	0	# Return to main menu

*When recording, you must first press 5 to pause before pressing any other key.



Dictate by Telephone

- Call the toll-free number: 800-968-3428
- After the prompts, enter your Account Number and PIN
- Then press
 - 9** to dictate
 - 1** for a new job or to send a fax
 - 2** to continue with an existing job
 - 3** to review a completed job
 - 4** for instructions
- Speak as usual into the phone
- When finished, hang up and the job will automatically be submitted for transcription; or, press # and follow the prompts to save the dictation
- Your job will be returned via email



Speakeasy

- Launch the Speakeasy software
 - Enter your Account ID and PIN when prompted
Speakeasy remembers your log in information for future use. To change this information, click Reset User Data.
 - **(New Job File)** starts a new job
Enter a name for a new job or choose an existing audio file to overwrite.
 - **(Open Saved File)** opens an existing file in which to dictate
 - Use the keypad interface in the same way as when using the telephone dictation system
 - **(Submit Job for Transcription)** submits a job when it is ready for transcription
Enter an optional filename and/or select a Billing Code.
- Visit www.speak-write.com/login for software downloads and further information.



City of Santa Rosa Police Department
Dictation Services

14. Costs for offered services

SpeakWrite is pleased to submit our price proposal for voice to document services for the City of Santa Rosa Police Department. SpeakWrite charges by the transcribed word with a minimum charge of 100 words per document. There are no fixed costs of any kind for using the service. There are no rush fees, or increased cost for jobs completed outside of standard business hours. SpeakWrite receives and transcribes jobs 24 hours a day, 7 days a week, 365 days per year. All SpeakWrite features and functionality described within our proposal are included in the per word cost. There are no additional fees or added costs, including but not limited to:

- Implementation support from an experienced Account Management team
- Training on the SpeakWrite service and features via web, online materials and in person
- Phone and email user support
- Desktop software for dictating and uploading transcription jobs
- Personal Member Pages for each account holder
- Group Management Pages for Department Administrators for monitoring and managing accounts and billing
- The SpeakWrite Smartphone App for iPhone, BlackBerry and Android which enables users to speak their notes and capture interviews from the field or office. The App also includes capabilities to integrate pictures into dictations and record phone conversations for transcription.
- Time saving features such as commonly used word lists, address books and templates
- Ongoing support from an experienced account management team who answer questions and address feedback from Department users and administrators

Assumptions:

- The charges for all work will be based on the final word count of the completed document as generated by the word processing software "word count" feature.
- There is a minimum charge of one hundred words on all jobs.

SpeakWrite's prices are as follows:

Type of Work	Rate
General	1.25 cents per word
Legal	1.5 cents per word
Group Conversations	2.0 cents per word

General - Work not requiring the use of a trained and experienced legal transcriptionist.

Legal - Work requiring the use of a trained and experienced legal transcriptionist.

Group Conversations - Transcription of recorded conversations, interviews, seminars, conference calls or anything which involves more than one person speaking.