



**ORDER**

This Order is effective on the date signed by the party ("Order Effective Date"). If the entity to which this quote is issued (the "Company") has signed an agreement with Nuance Communications, Inc. (hereinafter "Nuance") that is in effect at the date on which this quote is issued and that agreement covers the products and services quoted (a "Master Agreement"), the terms of the Master Agreement shall apply to any products and/or services purchased by Company in response to the quote.

In the absence of a valid Master Agreement which covers the products and/or services listed in this quote, the parties agree that all items quoted herein shall be subject to Nuance's general terms and conditions of sale which can be found at [https://www.nuance.com/content/dam/nuance/en\\_us/terms-and-conditions/healthcare/terms\\_and\\_conditions.pdf](https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/terms_and_conditions.pdf)

No other terms and conditions (e.g. standard terms and conditions of purchase pre-printed on or referenced in a purchase order if Company places a purchase order in response to this quote) shall apply.

|                    |   |
|--------------------|---|
| <b>Subject:</b>    | <i>Dragon Medical Workflow Manager (Volume Plan)</i>              |
| Quote Reference:   | WFGQ1917  |
| Quote Date:        | 6/27/2019   |
| Quote Expiration:  | 9/30/2019   |
| Terms:             | Net 30  |
| F.O.B.             | Origin  |
| Nuance Federal ID: | 94-3156479  |
| Sales Contact:     | Bill Geyer   Phone: (773) 682-5365   Email: bill.geyer@nuance.com |

| <b>Sold to:</b>  | <b>Ship to:</b>  | <b>Bill to:</b>  |
|--|--|--|
| Iowa Mental Health Institute   | Iowa Mental Health Institute   | Iowa Mental Health Institute   |
| Cherokee Mental Health Institute<br>1251 W Cedar Loop<br>Cherokee, IA 51012<br>USA | Cherokee Mental Health Institute<br>1251 W Cedar Loop<br>Cherokee, IA 51012<br>USA | Cherokee Mental Health Institute<br>1251 W Cedar Loop<br>Cherokee, IA 51012<br>USA |
| Allen Stange<br>(712) 225-2594<br>astange@dhs.state.ia.us                          | Allen Stange<br>(712) 225-2594<br>astange@dhs.state.ia.us                          | Allen Stange<br>(712) 225-2594<br>astange@dhs.state.ia.us                          |

## DEFINITIONS

For the purposes of this Order, the following terms have the meanings ascribed opposite to them:

**“Actual Line Count”** means the aggregate Line Count created by Authorized Users during an Annual Billing Period.

**“Annual Billing Period”** means each successive one (1) year period during the Service Term, commencing on the Go-Live Date.

**“Dictated Minutes”** means length in minutes of a Voice File received by the Winscribe Software Suite.

**“First Productive Use”** means the earlier of (i) the date Nuance has completed the Professional Services related to the installation of the Winscribe Software Suite in an Applicable Order, and therefore, the products and services are capable of processing data in Company’s commercial environment or, (ii) the date occurring ninety (90) days after the date of the Applicable Order.

**“Go-Live Date”** means the date on which the Winscribe Software Suite are first used by the Company for productive use.

**“Line Count”** means the number of Winscribe Lines during the applicable Service Term.

**“Line Count Fees”** means the fees for the Actual Line Count created using the Winscribe Software Suite at the rates set forth in the Applicable Order.

**“Minimum Volume Commitment”** or **“MVC”** means the minimum quantity of Line Count set forth in the Applicable Order for which Company agrees to pay Nuance during each Annual Billing Period.

**“Minute Count”** means the number Dictated Minutes, as applicable, during the applicable period.

**“Payment Schedule”** means the payment schedule set forth on the applicable Order.

**“Service Term”** means the period specified by the Order, which shall begin on the Go-Live Date.

**“True-Up Line Count”** means the number of Winscribe Lines, if any, calculated by subtracting Company’s Actual Line Count at the end of the Annual Billing Period from the Company’s Minimum Volume Commitment.

**“True-Up Line Count Fees”** means the fees for the True-Up Line Count created using the Winscribe Software Suite at the rates set forth in the Applicable Order.

**“Winscribe Line”** is a calculated value based on the following formula: Dictated Minutes times 10 Winscribe Lines per Dictated Minute. That number is rounded up to the nearest integer value.

*Example:*

*60 Dictated Minutes x 10 Winscribe Lines per Minute = 600 Winscribe Lines*

**“Winscribe Software Suite”** which is a customized bundled suite of Nuance’s Winscribe software consisting of the components indicated on the Order. The Winscribe Software Suite does not include transcription labor services.

**“Voice File”** means an electronic copy of an audio file received by the Winscribe Software Suite.

## **WINSCRIBE VOLUME PLAN DESCRIPTION**

The Winscribe Software Suite is available through our Volume-Based Term License Plan (“Volume Plan”). The Volume Plan is a usage-based pricing model that links the benefits of the technology to the investment in the technology, eliminating pricing inequities associated with user-based pricing models. For example, organizations that have a spectrum of dictation users, from heavy to infrequent, may find return on investment and payback unattractive with a user-based pricing model because the investment in an individual user license is not justified based on the author’s low dictation volume.

### **Benefits of Volume Plan**

- Unlimited User Accounts (Authors, Typists, Managers, Administrators)
- Self-Provisioning - add users at your own pace
- Zero “Shelfware” (a.k.a. “unused licenses”)
- Simple Budgeting

### **What’s Included in the Volume Plan?**

- **Unlimited Sites & Departments**
- **Unlimited Document Types**
- **Unlimited Author User Accounts**
- **Unlimited Mobility User Licenses (iOS, Android)**
- **Unlimited Typist User Accounts**
- **Unlimited Manager User Accounts**
- **Unlimited System Admin User Accounts**
- **Unlimited Audio Importing**
- **Winscribe Analytics Reporting Module**
- **Data Distribution Module**
- **Automated Printing Module**
- **Appointments Module**
- **Comments Module**
- **Custom Data Module**
- **Custom Input Module**
- **Custom Alerts Module**
- **Notifications Module**
- **History Module**
- **Team Snippets Module**
- **Typing QA Module**
- **Up to 12 Winscribe Telephone Dictation Ports**
- **Winscribe Maintenance & Support**

See Winscribe Software Suite Section for specifics

### **VOLUME PLAN EXCLUSIONS:**

The following are not included in the Volume Plan. The below items, if needed, are separately quoted.

- Dialogic HMP VoIP licenses or Dialogic Voice Boards
- Speech Recognition Licenses
- Professional Services (see separate SOW)
- Systems Interfacing
- Hardware/Accessories (e.g., transcription foot pedals, headsets, microphones, etc.)
- Anything not specifically included is excluded

**WINSCRIBE SOFTWARE SUITE SECTION**

The Winscribe Software Suite shall consist of the following Winscribe licenses and/or modules.

| Model #              | Description   | Initial Qty. | Price                      |
|----------------------|---|--------------|----------------------------|
| LIC-WSP-AUTH-TEXT    | Winscribe Text Author License (per user)  | 40           | Included in Line Count Fee |
| LIC-WSP-MOB-MED-TEXT | Winscribe Text Mobility License - for mobile dictation, document review and approval - iOS only (per user)  | 40           | Included in Line Count Fee |
| LIC-WSP-TYP-TEXT     | Winscribe Text Typist License (per user)  | 10           | Included in Line Count Fee |
| LIC-WSP-DISTRIBUTION | Winscribe Text Data Distribution Module License (only 1 needed per system)  | 1            | Included in Line Count Fee |
| LIC-WSP-TYP-ENT      | Winscribe Dictation Typist License (prerequisite for LIC-WSP-TELEPHONY)   | 1            | Included in Line Count Fee |
| LIC-WSP-TELEPHONY    | Winscribe Telephone Dictation Port License* (1 license per port)  | 12           | Included in Line Count Fee |
|                      | Additional Included Modules: <ul style="list-style-type: none"> <li>• Winscribe Text Appointments Module</li> <li>• Winscribe Text Attachments Module</li> <li>• Winscribe Text Automated Print Module</li> <li>• Winscribe Text Comments Module</li> <li>• Winscribe Text Custom Data Module</li> <li>• Winscribe Text Custom Input Module</li> <li>• Winscribe Text Custom Alert Module</li> <li>• Winscribe Text Notification Module</li> <li>• Winscribe Text Patient History Module</li> <li>• Winscribe Text Team Snippets Module</li> <li>• Winscribe Text Typing QA Module</li> <li>• Winscribe Text Analytics / SQL Reporting</li> </ul> |              | Included in Line Count Fee |

\*Note re: Third-Party Telephony Items – Winscribe Telephone Dictation Port Licenses require the presence of either an applicable Dialogic Voice Card or an equal number of Dialogic Host Media Processing (HMP) “Softport” licenses to operate. See separate Order for Third-Party Items.

**WINSCRIBE LINE COUNT ORDER**

|  |   |
|--|---|
| Summary / Description                            | Winscribe Software Suite to support up to 40 Authors and up to 10 Typists.  |
| Service Term:                                    | Five (5) Years  |
| Platform(s):                                     | Winscribe Dictation; Winscribe Text (a.k.a. Dragon Medical Workflow Manager). See Winscribe <b>Software Suite Section</b> for specifics.            |
| Deployment Model:                                | <b>ON-PREMISES</b><br>Winscribe technology will be installed on computers and servers provided by Company (or in a Company-controlled data center). |
| Pricing Model:                                   | Term  |
| Billing Basis:                                   | Annual Billing Period; billed annually in advance   |
| Billing Metric:                                  | Winscribe Line  |
| <b>Minimum Volume Commitment (MVC) Annually*</b> |   |
| Year 1   | 2,200,000 Winscribe Lines (=2,200 units of SVC-WSP-TEXT-USAGE-OP + 1 unit of TRM-WSP-TEXT-USAGE-OP)   |
| Year 2   | 2,200,000 Winscribe Lines (=2,200 units of SVC-WSP-TEXT-USAGE-OP)   |
| Year 3   | 2,200,000 Winscribe Lines (=2,200 units of SVC-WSP-TEXT-USAGE-OP)   |
| Year 4   | 2,200,000 Winscribe Lines (=2,200 units of SVC-WSP-TEXT-USAGE-OP)   |
| Year 5   | 2,200,000 Winscribe Lines (=2,200 units of SVC-WSP-TEXT-USAGE-OP)   |

\*Winscribe Line Count Notes / Assumptions:

Per AI Stange

Data from 1/1/2018 to 12/31/18

Total Documents: 15,436 per year

Total Dictated Minutes: 220,418.51 per year

Calculation

220,418 Dictated Minutes per year x 10 Winscribe Lines/Dictated Minute = 2,204,180 Winscribe Lines/year

**PRICING**

Nuance shall calculate the Annual Line Count Fees based on the following calculations:

| Item                     | Rate  |
|--------------------------|---|
| Line Count Rate:         | \$16.80 per unit of SVC-WSP-TEXT-USAGE-OP         |
| True-Up Line Count Rate: | \$33.60 per unit of SVC-WSP-TEXT-USAGE-OVERAGE-OP |

**THIRD-PARTY HARDWARE / SOFTWARE**

- Dictation & Transcription Accessories Separately Quoted
- Third-Party Items, such as Dialogic Boards, Dialogic HMP licenses, etc. Separately Quoted

**MAINTENANCE & SUPPORT**

- Unless otherwise set forth in the Applicable Order, Nuance provides maintenance and support services for the Winscribe Software Suite during the Service Term at no additional charge.

**PROFESSIONAL SERVICES**

- Professional and Training Services Separately Quoted

**ORDER SUMMARY**

| <b>Item</b>                                       | <b>Amount*</b>             |
|---|----------------------------|
| Year 1 MVC Winscribe Line Count Fee (upfront fee) | \$36,960.00                |
| Year 2 MVC Winscribe Line Count Fee               | \$36,960.00                |
| Year 3 MVC Winscribe Line Count Fee               | \$36,960.00                |
| Year 4 MVC Winscribe Line Count Fee               | \$36,960.00                |
| Year 5 MVC Winscribe Line Count Fee               | \$36,960.00                |
| Third-Party Hardware / Software (upfront fee)     | Separately Quoted          |
| Maintenance & Support                             | Included in Line Count Fee |
| Professional Services (upfront fee)               | Separately Quoted          |
|   |                            |
| <b>NET UPFRONT FEES (DUE NOW)</b>                 | <b>\$36,960.00</b>         |

\*excludes applicable taxes, shipping, handling. All pricing in US Dollars

**ADDITIONAL TERMS**

**Access and Report**

Company hereby authorizes Nuance to establish a virtual private network (VPN) or other high-speed, robust, two-way electronic connection between Nuance and Company's Winscribe Software Suite server component to which the Winscribe services are connected to provide maintenance and support services, to measure Line Count volume, and to calculate Fees due hereunder. Any disruption of Nuance's ability to access the Winscribe Software Suite to calculate Report Fees due hereunder shall constitute a material breach by Company of this Agreement.

**Invoicing**

**Line Count Fees.** Nuance will invoice Company for Line Count Fees in advance of each Annual Billing Period for the Minimum Volume Commitment at the rate set forth in the Applicable Order. Company shall pay Nuance's invoice within thirty (30) days of the invoice date.

**True-Up Line Count Fees.** At the end of each Annual Billing Period, Nuance will calculate and add to its invoice any applicable True-Up Line Count Fees at the contracted rate set forth in the Applicable Order. Company shall pay Nuance's invoice within thirty (30) days of the invoice date.

IN WITNESS WHEREOF, the undersigned has executed this Order as set forth above.

**Company: Iowa Mental Health Institute**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Draft



**ORDER**

This Order is effective on the date signed by the party ("Order Effective Date"). If the entity to which this quote is issued (the "Company") has signed an agreement with Nuance Communications, Inc. (hereinafter "Nuance") that is in effect at the date on which this quote is issued and that agreement covers the products and services quoted (a "Master Agreement"), the terms of the Master Agreement shall apply to any products and/or services purchased by Company in response to the quote.

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No other terms and conditions (e.g. standard terms and conditions of purchase pre-printed on or referenced in a purchase order if Company places a purchase order in response to this quote) shall apply.

|                    |  |
|--------------------|--|
| <b>Subject:</b>    | <b>Implementation Services Order for Dictaphone Voice and Text Replacement</b> |
| Quote Reference:   | WFGQ1900-01  |
| Quote Date:        | 6/27/2019  |
| Quote Expiration:  | 9/30/2019  |
| Terms:             | Net 30   |
| F.O.B.             | Origin   |
| Nuance Federal ID: | 94-3156479   |
| Sales Contact:     | Bill Geyer   Phone: (773) 682-5365   Email: bill.geyer@nuance.com              |

| <b>Sold to:</b>  | <b>Ship to:</b>  | <b>Bill to:</b>  |
|--|--|--|
| Iowa Mental Health Institute   | Iowa Mental Health Institute   | Iowa Mental Health Institute   |
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| Allen Stange<br>(712) 225-6936<br>astange@dhs.state.ia.us                          | Allen Stange<br>(712) 225-6936<br>astange@dhs.state.ia.us                          | Allen Stange<br>(712) 225-6936<br>astange@dhs.state.ia.us                          |



**ORDER ITEMS**

| Qty | Model            | Description  | SRP        | SVP        | Extended   |
|-----|------------------|--|------------|------------|------------|
|     |                  | REQUIREMENTS PHASE   |            |            |            |
| 1   | PS-WSP-IMPLEMENT | <p>DISCOVERY</p> <p>TECHNICAL DISCOVERY &amp; DOCUMENTATION: Environment Discovery and Documentation: Servers, workstations, virtualization, VDI, network, active directory, software deployment / mobile device management, database, operating systems, backups, telephone systems / SIP trunking, smartphones / tablets.</p> <p>WORKFLOW DISCOVERY &amp; DOCUMENTATION: Sites, Departments, User Types, Groups and Roles, Job Types, Document Types, Workflows, Templates, Addenda, Distribution, Snippets.</p> <p>TELEPHONE DICTATION DISCOVERY &amp; DOCUMENTATION: Telephone dictation discovery and documentation of server configurations, user defined fields, custom prompts, default data requirements (dept. code, group code, branch code), call flow, etc. NOTE: if applicable, voice-talent to be provided by Customer for any custom prompts.</p> <p>LOCATION: REMOTE; UOM DAY</p> | \$1,500.00 | \$1,500.00 | \$1,500.00 |
|     |                  | DESIGN PHASE   |            |            |            |
| 2   | PS-WSP-IMPLEMENT | <p>WORKFLOW DESIGN &amp; DOCUMENTATION: Sites, Departments, User Types, Groups and Roles, Job Types, Document Types, Workflows, Templates, Addenda, Distribution, Snippets. LOCATION: REMOTE; UOM: DAY</p>   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
| 1   | PS-WSP-IMPLEMENT | <p>TELEPHONE DICTATION DESIGN &amp; DOCUMENTATION: Telephone dictation design and documentation of server configurations, user defined fields, custom prompts, default data requirements (dept. code, group code, branch code), call flow, etc. NOTE: if applicable, voice-talent to be provided by Customer for any custom prompts. LOCATION: REMOTE; UOM: DAY</p>  | \$1,500.00 | \$1,500.00 | \$1,500.00 |
|     |                  | IMPLEMENTATION PHASE   |            |            |            |
| 0.5 | PS-WSP-IMPLEMENT | <p>SERVER INSPECTION: Review roles and features, specifications, permissions, service accounts, documentation, software download. LOCATION: REMOTE; UOM: DAY</p>   | \$1,500.00 | \$1,500.00 | \$750.00   |
| 2   | PS-WSP-IMPLEMENT | <p>WORKFLOW INSTALLATION, CONFIGURATION &amp; TESTING - in test environment - in accordance with Design Phase Documents. LOCATION: REMOTE; UOM: DAY</p>  | \$1,500.00 | \$1,500.00 | \$3,000.00 |
| 1   | PS-WSP-IMPLEMENT | <p>TELEPHONE DICTATION INSTALLATION, CONFIGURATION &amp; TESTING - in test environment - in accordance with Design Phase Documents. LOCATION: REMOTE; UOM: DAY</p>   | \$1,500.00 | \$1,500.00 | \$1,500.00 |
|     |                  | DATA & DOCUMENT UPLOAD   |            |            |            |
| 1   | PS-WSP-IMPLEMENT | <p>DATA UPLOAD - preparation, conversion, exporting, importing and testing of PERSON demographics to new system. LOCATION: REMOTE UOM: DAY</p>   | \$1,500.00 | \$1,500.00 | \$1,500.00 |

|   |                  |  |            |            |            |
|---|------------------|--|------------|------------|------------|
|   |                  |  |            |            |            |
| 2 | PS-WSP-IMPLEMENT | ONLINE DOCUMENT IMPORT - preparation, conversion, exporting, importing and testing of historical documents to new system via Dictaphone Re-Uploader Utility and DMWM MirthConnect. LOCATION: REMOTE; UOM: DAY  | \$1,500.00 | \$1,500.00 | \$3,000.00 |
|   |                  | USER ACCEPTANCE TESTING PHASE  |            |            |            |
| 2 | PS-WSP-IMPLEMENT | UAT PHASE - Project team training and end-to-end testing per SOW. LOCATION: REMOTE; UOM: DAY   | \$1,500.00 | \$1,500.00 | \$3,000.00 |
|   |                  | DEPLOYMENT / TRAINING PHASE  |            |            |            |
| 1 | PS-WSP-TRAINING  | SYSTEM ADMINISTRATION TRAINING - Facilities; Sites; Departments; Move-Add-Change Typists, Authors, Managers; Roles, Permissions, Distribution Types, Import Queue, Distribution Queue, Audio Upload Location(s); Notifications; Document Types, Templates, Custom Data, Data Bindings, Snippets, Comments, Desktop, Mobility. LOCATION: ON-SITE*; UOM: DAY<br>*Travel and Expenses invoiced separately                                       | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| 2 | PS-WSP-TRAINING  | TYPIST TRAINING - Group Training on Desktop, Templates, Snippets, Comments, Review, Author Portal, Workflow, Allocation, Outsourcing, Audio Importing, etc. LOCATION: ON-SITE* (1 DAY PER TYPING TEAM x 3 TEAMS) *Travel and Expenses invoiced separately  | \$1,500.00 | \$1,500.00 | \$3,000.00 |
|   |                  | PROJECT MANAGEMENT   |            |            |            |
| 4 | PS-WSP-PROJECT   | Project Management: Project Management Services: activities include definition of project goals, ensuring project alignment with organizational goals; development and tracking of implementation plans; communication and marketing guidance; training plans and scheduling; change management; managing, logging and driving resolution of issues; regular status calls and post training follow-up activities. LOCATION: REMOTE; UOM: DAY | \$1,500.00 | \$1,500.00 | \$6,000.00 |

**TOTAL (\$USD; excludes applicable taxes / shipping)**

**\$29,250.00**

**INVOICING MILESTONES:**

50% of Grand Total invoiced upon execution of Order

30% of Grand Total invoiced upon Implementation to Test Environment

Balance of project invoiced upon User Acceptance Testing

IN WITNESS WHEREOF, the undersigned has executed this Order as set forth above.

**Company: Iowa Mental Health Institute**

---

By:

---

Name:

---

Title:

---

Date:

---

Draft



**ORDER**

This Order is effective on the date signed by the party ("Order Effective Date"). If the entity to which this quote is issued (the "Company") has signed an agreement with Nuance Communications, Inc. (hereinafter "Nuance") that is in effect at the date on which this quote is issued and that agreement covers the products and services quoted (a "Master Agreement"), the terms of the Master Agreement shall apply to any products and/or services purchased by Company in response to the quote.

In the absence of a valid Master Agreement which covers the products and/or services listed in this quote, the parties agree that all items quoted herein shall be subject to Nuance's general terms and conditions of sale which can be found at [https://www.nuance.com/content/dam/nuance/en\\_us/terms-and-conditions/healthcare/terms\\_and\\_conditions.pdf](https://www.nuance.com/content/dam/nuance/en_us/terms-and-conditions/healthcare/terms_and_conditions.pdf)

No other terms and conditions (e.g. standard terms and conditions of purchase pre-printed on or referenced in a purchase order if Company places a purchase order in response to this quote) shall apply.

|                    |   |
|--------------------|---|
| <b>Subject:</b>    | <b>3rd Party Items (Transcription Accessories/Voice Board)</b>    |
| Quote Reference:   | WFGQ1916  |
| Quote Date:        | 6/27/2019   |
| Quote Expiration:  | 9/30/2019   |
| Terms:             | Net 30  |
| F.O.B.             | Origin  |
| Nuance Federal ID: | 94-3156479  |
| Sales Contact:     | Bill Geyer   Phone: (773) 682-5365   Email: bill.geyer@nuance.com |

| <b>Sold to:</b>  | <b>Ship to:</b>  | <b>Bill to:</b>  |
|--|--|--|
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**ORDER ITEMS**

| Qty | Model     | Description  | SRP        | SVP        | Extended   |
|-----|-----------|--|------------|------------|------------|
| 5   | INUSB2    | VEC Infinity USB Foot Control 3 button                                     | \$79.00    | \$79.00    | \$395.00   |
| 5   | SPUSB     | VEC Spectra USB Transcription Headset w/ Volume Control                    | \$45.00    | \$45.00    | \$225.00   |
| 2   | D4PCIUFEQ | Dialogic D4PCIUFEQ PCI-e Analog Combined Media Board - Part Number 310-935 | \$1,030.00 | \$1,030.00 | \$2,060.00 |

**TOTAL (\$USD; excludes applicable taxes / shipping)**

|                   |
|-------------------|
| <b>\$2,680.00</b> |
|-------------------|

Net 30: The order is invoiced in-full upon execution of the Order.

IN WITNESS WHEREOF, the undersigned has executed this Order as set forth above.

**Company: Iowa Mental Health Institute**

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Draft