AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND SPEAKWRITE, LLC

Transcription Services

THIS AGREEMENT is executed this	day of June, 2023, ("Agreement" or
"Contract") between the City of Salinas, a Calif	fornia Charter city and municipal corporation
(hereinafter "City") and SpeakWrite LLC, a Te	xas Limited Liability Company (hereinafter
"Contractor").	

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1. <u>Scope</u>. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Transcription services as further discussed in Contractor's 2023 Scope of Services, <u>Attachment B.</u>
- 2. <u>Timeliness</u>. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
- 3. <u>Term.</u> The work under this Agreement shall commence July 1, 2023 and shall be completed by June 30, 2024 unless City grants a written extension of time as set forth in Section 2 above.
- 4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement according to the rates set forth within the Contractor's 2023 Scope of Services, Attachment B. The total amount paid under this agreement shall not exceed one hundred thousand dollars (\$100,000). Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City's approval of Contractor's submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
- 5. <u>Meet & Confer.</u> Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
- 6. <u>Insurance</u>. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in <u>Attachment A</u> hereto.

- 7. <u>Indemnification</u>. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the negligence, sole negligence or willful misconduct of the City.
- 8. <u>Licensing</u>. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.
- 9. <u>Termination</u>. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
- 10. <u>Agency</u>. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.
- 11. **Non-Assignability.** The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.
- 12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.
- 13. <u>Validity</u>. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- 14. <u>Counterparts</u>. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.
- 15. <u>Laws.</u> Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on day and year first written above.		
and the year most without acciden		
CITY OF SALINAS		
<u> </u>	_	
Steven S. Carrigan City Manager		
APPROVED AS TO FORM:		
Christopher A. Callihan, City Attorney		
CONTRACTOR		
Jen Reid, President		
SpeakWrite, LLC		

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by

or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- 2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
- 4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment B

See attached 12-page 2023 Scope of Services from SpeakWrite



Scope of Services

2023

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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.

1 Length of Service

As defined by contract, if required by purchaser (SpeakWrite doesn't require a contract).

2 Introduction and Corporate Background

SpeakWrite, a limited liability corporation, produces quality transcriptions for over 60,000 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 via free Smartphone Apps for iPhone and Android or by calling a 24-hour toll-free dictation line. 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. and Canadian-based typists transcribe the recording, which is then returned through the SpeakWrite system via email or secure link to the requesting user. SpeakWrite never uses voice recognition technology in any part of the process. The recording and transcribed document are accessible 24 hours a day to the user and designated account administrators via the SpeakWrite Individual Account and Group Account Pages.

3 Summary of Services

Key Scope Items		
Turnaround Time	3 hours (Monthly Average, dependent on audio quality and length)	
Hours of Operation	24 hours a day, 7 days a week, 365 days a year	
Location of Performance	United States and Canada no offshore work performed	
Resources	Human typists – no voice recognition technology used	
Capacity	Unlimited	
Methods of Submission	Free phone/desktop app, Toll-free dictation line from any phone, direct from computer with free SpeakWrite software, digital dictation device, recorded tapes, scanned documents, mail, secure website upload	
Methods of Delivery	Word processing document via Email, URL link (Requires login to access), two factor authenticated, API and support provided for direct integration options	
Security/confidentiality	256-bit SSL encryption, hosted on Microsoft Azure Government Cloud, CJIS Certified, 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 17 hours per day; dedicated Account Manager for the life of the account	
Pricing	All-inclusive pricing, priced by the word for English transcription, per audio minute for Spanish translation.	

**Figure 1. Key items addressed in the Scope of Services document.

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4 Set Up 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 document 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

5 Transcription Process

5.1 Submission

Accepted File Types:

.3GP	.DCT	.MP3
.AAC	.DS2	.MP4
.AMR	.DSS	.MPG
.AIF/.AIFF	.DVF	.MSV
.AVI	.M4A	.PDF
.CAF	.MOV	.RA
.RM	.TS	.VOB
.WAV	.WMA	.WMV
.VOX	.M4V	.ASF

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

- **Secure Web Portal** Upload audio via password-protected personal page using 256-bit encryption protocols for added security.
- Free Phone/Tablet/Computer App Record audio from any location and submit for transcription. You may integrate photos into the document if desired. Use the app to record calls and have call audio transcribed.
- 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.
- Digital Dictation Device Save digital files to a computer and submit by email, web upload.
- **Recorded Tapes and CD's** Record dictation, then play the recorded tape into the phone using an adapter cable, or mail the recorded tapes to SpeakWrite.
- **Scan and Upload** Submit scanned PDF documents including handwritten items or hard copies.
- **API** Developer Interface and support provided for direct submission and delivery options, including document management and reporting systems.

5.2 Turnaround Time

SpeakWrite will maintain a 3-hour average monthly turnaround time across all accounts. Please note, this is an average turnaround time over a monthly period and is not a guarantee. Turnaround time will vary based on length and clarity of audio, as well as current job volume.

5.3 Document Delivery

SpeakWrite will deliver transcripts via email as a Word file attachment to the User's email address associated with each account. As an alternate option, SpeakWrite can deliver jobs via a secure URL link which requires login to gain access to the completed job.

5.4 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.

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5.5 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 Account Page. The Department can customize this timeframe, by either shortening or increasing the length of archive to best meet their needs.

6 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 17 hours a day during weekdays and 16 hour per day on weekends, 365 days a year.

7 Quality and Accuracy

SpeakWrite will monitor the quality of Department jobs through internal quality assurance practices. In addition, each completed job contains a customer comment link. SpeakWrite will review and address any concerns that are submitted through the link. If the Department identifies a job that does not meet our quality standards, 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.

8 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 state-of-the-art data centers through Microsoft Azure Government Cloud.

Hardware/Software

SpeakWrite maintains full control and access SpeakWrite systems, which is monitored 24/7/365. Other system security measures include the following:

- **Virus Protection/Spam Blocking/Malware** SpeakWrite uses modern antivirus and malware detection software to monitor all servers, desktops and laptops.
- Real Time and Full Disk Virus Scans Servers, desktops and laptops are running realtime scans. A full disk scan is run on computers on a regular schedule.
- **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.
- **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.

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- **Firewall / DMZ** SpeakWrite environments are protected by modern firewalls utilizing strict rules to minimize exposed services.
- 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 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 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 utilizes a 3rd party entity to perform a 7-year criminal background check, which includes a social security number trace, felony and misdemeanor search, multi-state instant criminal check with verification and a nationwide sex offender registry check on each one. Each typist signs Nondisclosure and Confidentiality Agreements. Typists complete training on handling client material, HIPAA compliance and undergo consistent internal review. U.S. and Canadian-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.

Criminal Justice Information Services (CJIS)

SpeakWrite operates under the security and data protection requirements of the FBI's CJIS compliance.

Optional two factor authentication

Clients may elect to employ two factor authentication on their accounts.

9 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 your transcription needs are met.

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10 Account Management and Reporting

SpeakWrite will provide online tools to enable agency personnel to monitor account usage and modify account settings.

10.1 Group Account Pages

SpeakWrite's administrative login feature enables designated agency personnel to manage users, view and retrieve jobs, and access billing and usage information in real time. Administrators may request custom reports from SpeakWrite 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. The Group Account Pages will provide the following functions:

- Add and remove accounts
- Maintain account information
- Update Word processing preferences
- Manage User and Departmental Templates, Word List, 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

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10.2 Individual Account Pages

SpeakWrite will provide each account holder with a personal page 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
- Add instructions feature for notes to the typists (names, terminology, start/stop point within audio)
- Download completed transcriptions and/or original audio from submitted jobs
- Manage Templates, Word List, and all other account features
- Send a comment regarding a job
- Update account preferences
- Access training materials and tutorials

10.3 Invoicing and Billing

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

- Submit monthly invoices in Excel and PDF format with a detailed 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.

10.4 Training and User Support

SpeakWrite offers the following services and support to help Users learn to use the SpeakWrite system effectively:

- Online Tutorial SpeakWrite offers online tutorials to help users become acquainted with the features and capabilities of the service.
- Webinars online, remote training courses, offered live to user groups at no cost to the agency.
- **Onsite Training** as required, SpeakWrite will conduct onsite training sessions at no cost to the agency.
- **SpeakWrite Website** the SpeakWrite website contains a plethora of useful instructions, tips and reference materials.
- Account Management Each SpeakWrite user is assigned a dedicated Account Manager who serves as the go-to point of contact for assistance.
- Customer Support Users can also call the toll-free help line or email questions to receive support from 7am-midnight CST Monday thru Friday and 8am-11pm CST Saturday and Sunday. Support is available on Holidays from 9am-6pm CST.

11 Insurance

For contracting purposes when applicable, SpeakWrite will maintain the required insurance allocations.

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12 Pricing & Definitions

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 ^{1/2} cents per word
Legal	1 ^{1/2} cents per word
Multi-Speaker	2 ^{1/4} cents per word
Spanish Translation	\$9.00 per audio minute

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

Job total is calculated on final word count x rate per word rounded to the nearest 100th.

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.

Multi-Speaker – 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.

Spanish – Work requiring the use of a trained and experienced bilingual transcriptionist. Please refer to our Spanish Scope of Service.

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.

Urgent Pricing

Users have the ability to mark a job as "urgent" placing that job at the top of the queue thereby returning the finished product in a fraction of the time. Jobs that are marked as "urgent" are charged an additional \$24.95 in addition to the per word cost of the job. Scope of Services 2023

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13 Assumptions

- Upon authorization to proceed, designated account administrator 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 Purchaser 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 designated
 account administrator 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 four asterisks (****) in the typed document as an indication that the transcriptionist was unable to decipher that portion of the audio file.

Smartphone App



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Figure 3. SpeakWrite's Smartphone App for iPhone 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