



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 697032

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0323

Vendor ID: 000000161400



SO Doc ID: WWW2000000017

Legal Name: SARGENTS COURT REPORTING SERVICE INC

Published Date: 5/20/20

Alias/DBA:

Close Date: 5/27/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 05/26/2020



Status: Closed

Response Time: 14:51

Solicitation Description: ADDENDUM 1:



Total of Header Attachments: 10

Total of All Attachments: 10



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 697032

Solicitation Description : ADDENDUM 1:

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-05-27 13:30:00	SR 0323 ESR05262000000006992	1

VENDOR

000000161400

SARGENTS COURT REPORTING SERVICE INC

Solicitation Number: CRFQ 0323 WWV2000000017

Total Bid : \$0.00

Response Date: 2020-05-26

Response Time: 14:51:37

Comments:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Transcription Services, Legal and Medical	0.00000	EA	\$3,339.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :	Transcription Services per the specifications attached herein
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Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
34 — Service - Prof

Proc Folder: 697032

Doc Description: ADDENDUM 1:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-20	2020-05-27 13:30:00	CRFQ 0323 WWV2000000017	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Sargent's Court Reporting Service, Inc.
210 Main Street
Johnstown, PA 15901
814-536-8908

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith
(304) 558-2063
dusty.j.smith@wv.gov

Signature X

FEIN #

25-1794603

DATE

5/26/2020

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

1. TO GIVE RESPONSES TO QUESTIONS

BID OPENING HAS CHANGED TO WEDNESDAY MAY 27TH, 2020 TIME IS THE SAME AT 1:30PM.

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transcription Services, Legal and Medical	0.00000	EA		\$3,339.00

Comm Code	Manufacturer	Specification	Model #
82111603			

Extended Description :

Transcription Services per the specifications attached herein

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE AT 10AM	2020-05-13

WWV2000000017	Document Phase Final	Document Description ADDENDUM 1:	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



SARGENT'S COURT REPORTING SERVICE, INC

210 Main Street
Johnstown, PA 15901

Primary Contact:
Sara Ann Sargent
210 Main Street
Johnstown, PA 15901
Phone: (814) 536-8908
Fax: (814) 539-7579
E-mail: Sally@sargents.com

Response to Request for Quotation

CRFQ 0323 WWV200000017 for Transcription Services

**Transcription Services to be supplied to Workforce
West Virginia**

Table of Contents:

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General History and Experience:

Since the inception of Sargent's Court Reporting Service, Inc. in 1980, Sargent's has been providing nationwide transcription and verbatim reporting services to various federal and state entities, as well as a variety of private clients. The type of work Sargent's has performed includes, but is not limited to, workers compensation, medical, insurance, financial, occupational, technical and professional licensure reporting and transcription.

Through hard work and consistent superior performance, The Sargent's Group has grown to include 21 offices spread throughout Pennsylvania, West Virginia, Kentucky and Maryland, with our corporate headquarters being located at 210 Main Street, Johnstown, PA 15901. Sargent's Court Reporting is a small, woman owned minority business. Sargent's Court Reporting is certified with the State of West Virginia as a Woman-owned Business as well as certified nationally with the Women's Business Enterprise National Council (WBENC) (See Exhibit B for copy of Certification).

Sara Ann Sargent is a transcriptionist and court reporter herself, and a large number of the managers employed at Sargent's share her vocational background, giving Sargent's a unique expertise and insight into the industry.

Sargent's relies on employees rather than independent contractors to perform our work, giving us the ability to control the appearance, demeanor and capabilities of our staff, as well as the quality and timeliness of delivery of our work to a degree many of our competitors cannot. The high amount of control we have over the entire process translates into a very high degree of reliability and consistency of quality for our clients, regardless of the volume of work.

Sargent's only utilizes individuals who have the qualifications and experience necessary to carry out their assigned tasks. Furthermore, every new employee must pass our rigorous training process before assuming the responsibilities of their position.

Additionally, Sargent's is committed to full customization of our services, tailoring our approach to any job to the specific needs of our individual client. Furthermore, in order to ensure efficient and flexible billing and payment options to our clients, Sargent's offers digital and physical submission of invoices and accepts government purchasing/ payment cards as well as direct deposit or physical checks.

Our approach puts relationships, service and quality at the top of our list of priorities. This has allowed us to experience a steady growth over the years, but we never forget that our clients are the reason for Sargent's success.

3. GENERAL REQUIREMENTS:

3.1. Contract Items and Mandatory Requirements: Sargent's will provide WorkForce West Virginia with the Contract Items listed below on an open-ended and continuing basis. Contract Items will meet or exceed the mandatory requirements as shown below.

3.1.1. Hearing Transcriptions

- 3.1.1.1. The first page of the transcript will have 1" margin.
- 3.1.1.2. All subsequent pages of the transcripts will have header on line 5 leaving 5/8" margin at top. All pages of the transcript will have 1" margin on left and 5/8" margin on the right side.
- 3.1.1.3. Transcripts will include single spacing Questions and Answer format.
- 3.1.1.4. Transcripts will include Arial 12 point Font type and size.
- 3.1.1.5. Hearing transcripts will include a style of the case and appearances on page one.
- 3.1.1.6. Hearing transcripts will include an Index of Direct, Cross, Redirect, Recross, etc. and exhibits on the second page.
- 3.1.1.7. Certification will be included on last page of transcript and will not be included in the billing of pages.
- 3.1.1.8. Hearing transcripts will include a header with the claimant's name and case number in Arial 12 point font type bold capital letters/numbers.
- 3.1.1.9. The first typing line on all transcripts will be on line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
- 3.1.1.10. Hearing transcripts will include an Index of key words at the end of the transcript.
- 3.1.1.11. The completed transcripts will be printed on 8" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with Microsoft Office Word 2010, 2013, or 2016.

3.1.2. Decisions/Orders

- 3.1.2.1. The first page of the Board of Review Decisions/Orders will have a 1" margin at the top.
- 3.1.2.2. All subsequent pages of the Board of Review Decisions/Orders will have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the right-hand side of each page.
- 3.1.2.3. Board of Review Decisions/Orders will be single spaced with appropriate paragraphing.
- 3.1.2.4. Board of Review Decisions/Orders will include Arial 12 point Font type and size.
- 3.1.2.5. The first typing line on page 1 of all Board of Review Decisions/Orders will be on line "7" and shall end at approximately "59", for 52 typing lines on page 1.
- 3.1.2.6. All subsequent pages of Board of Review Decisions/Orders will begin on line "8" and end approximately on line "59" leaving 51 typing lines per page.
- 3.1.2.7. The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to Sargent's for insertion into the decision/orders. The Board of Review will update and change the preformatted language as necessary.

3.1.3. Hearing Transcriptions and Decisions/Orders

- 3.1.3.1. Sargent's will transcribe hearings and decisions/orders from digital recordings.
- 3.1.3.2. Sargent's will provide transcripts electronically to the Board of Review of printing within four working days of receiving the dictation. Sargent's will electronically provide the typed decision/order to the Board of Review within two working days of receiving the dictation. For example, a hearing sent by 4:30 P.M. on Monday will be transcribed and returned to the Board of Review no later than 4:30 P.M. on Friday.
- 3.1.3.3. All information that is transferred from Sargent's will be transferred via a secure Virtual Private Network (VPN). Any and all data that is to be transmitted via email will be done so as an encrypted document. This allows for only the intended recipient to have the "key" to access the documents. Sargent's will perform the dictation in the order the Board of Review requires. Upon award of the contract, Sargent's and the Board of Review will agree upon how prioritization will occur.

- 3.1.3.4. All employees will sign a confidentiality agreement and a copy of these agreements will be forwarded to the Board upon award of a contract.

4. CONTRACT AWARD:

4.1. Contract Award: Sargent's will adhere to all the specifications in this section.

4.2. Pricing Pages: Sargent's Pricing Page is attached hereto as Exhibit A.

5. ORDERING AND PAYMENT:

5.1. Ordering: Sargent's will accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Sargent's utilizes File Transfer Protocol (FTP) software that requires a username and password log-in, which ensures the security of the transmitted audio. Once a file is uploaded, WorkForce West Virginia shall notify the production manager of the availability of the audio and/or video files via email. The completed transcription will be available to WorkForce West Virginia via Sargent's Online Repository (SOR). WorkForce West Virginia will have the ability to access and download the completed transcription as often as needed. Sargent's will provide 24/7 accessibility of its FTP and SOR system. Sargent's will provide training in the use of these systems. Additionally, informational packets will be produced for all persons using these systems.

5.2. Payment: Sargent's will accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN

6.1. Delivery Time: Sargent's shall deliver standard orders within four working days for hearings and two working days for decisions/orders after orders are received. Should an emergency order be requested, Sargent's will provide the order within two working days after orders are received.

6.2. Late Delivery: Sargent's will notify the Agency placing the order under this Contract, in writing, if orders will be delayed for any reason.

6.3. Delivery Payment/Risk of Loss: Sargent's will include the cost of standard order delivery in its bid pricing.

6.4. Return of Unacceptable Items: Sargent's has a quality guarantee for all transcription services provided. The terms of said guarantee are attached hereto on Page 8.

6.5. Return Due to Agency Error: Sargent's will adhere to all applicable return policies.

7. VENDOR DEFAULT:

Sargent's will adhere to all the requirements set forth in this section.

8. MISCELLANEOUS:

8.1. No Substitutions: Sargent's will supply only Contract Items in accordance with this Solicitation.

8.2. Vendor Supply: Sargent's certifies that it can supply the Contract Items contained in this bid response.

8.3. Sargent's will provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Upon request of the Agency, Sargent's will also provide reports showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. A sample of these reports are attached hereto as Exhibit E.

8.4. Contract Manager: The Contract manager will be responsible for overseeing Sargent's responsibilities under this Contract. Any customer service or other issues relating to this Contract shall be addressed to the Contract manager. The contact information is below.

Contract Manager: Kainani S. Rose, Manager

Telephone Number: (814) 536-8908

Fax Number: (814) 539-7579

Email Address: clientservices@sargents.com

Quality Guarantee

Sargent's maintains a high level of expectancy that all services will be performed in a skilled manner in accordance with the standard of care with which such services are normally provided in the industry. All transcriptionists are placed in a vigorous training program, where all are tested periodically to ensure all requirements are met. Throughout the process of production, any quality issues are reviewed with the transcriptionist; and if necessary, the transcriptionist receives corrective training. On the occasion that corrections should arise, Sargent's agrees that all services will be made at no additional cost to WorkForce West Virginia.

Sargent's believes transcribed documents are a vital and necessary component to the legal record. Sargent's Quality Assurance Plan represents the application of monitoring reviews and planning that ensures quality documentation and provides timely and consistent feedback to the transcription professional.

Sargent's Quality Assurance Plan documents policies and procedures for identifying and handling uncommon causes of transcription variation (i.e. risk). Risk should be thought of as the possibility of suffering a negative impact to the provider, whether it be decreased quality, increased cost, or delayed completion.

Sargent's documentation team members' roles and responsibilities are specifically defined in regards to risk in Sargent's Quality Assurance Plan. Documentation team members consist of the Team Manager, Team Supervisors, Software Quality Assurance Lead, and Quality Checkers.

Sargent's Quality Assurance Plan endorses that risk identification is consistently conducted, although a majority of the risks should be identified early on so proper response planning and monitoring can occur. Sargent's applies key Principles of Quality as a tool and technique for risk identification.

The application of the key Principles of Quality entails the following:

1. New transcriptionists undergo a full review by Quality Checkers until competency and judgment have been consistently demonstrated.
2. Random reviews by periodic sampling of transcribed reports are performed by Quality Checkers to ensure ongoing compliance with quality standards.

3. Clear qualification and quantification of errors have been established for the purpose of document evaluation.

4. While an accuracy of 100% should be the standard to which every document is held for delivery to the healthcare provider, a benchmark for the transcriptionist is an accuracy rate at no less than 98%.

5. Ongoing feedback, education and performance improvement is the goal of Sargent's Quality Assurance Plan in order to establish confidence in a transcriptionist's experienced judgment and the ability to discern client/chart-ready documents.

Sargent's Quality Assurance Plan requires full documentation and entry of all identified risks into a risk register. Quality analysis, response planning and quality monitoring and control steps are outlined in Sargent's Quality Assurance Plan.

Sargent's Quality Assurance Plan promotes attention to quality to employ an understanding that even minor errors in the record can diminish the credibility and perceived competence of the agency.

Hearing Decisions/Orders Transcription Services
Exhibit "A" Pricing Page

EXHIBIT A

PRICING PAGE

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	EST. QUANTITY	EXTENDED COST
1	Transcribing Hearings from Digital Recordings	Per Page	\$ 1.59	1500	\$ 2,385.00
2	Typing of Decisions/Orders	Per Page	\$ 1.59	600	\$ 954.00
Total Bid Amount					\$ 3,339.00

Vendor should not alter pricing page and should fill out the pricing page as it is.

The addition or alterations of the pricing page and or addition of commodities other than those listed on the pricing page online or as an attachment, will result in disqualification of bid submittal.

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Sargents Court Reporting Services, Inc.

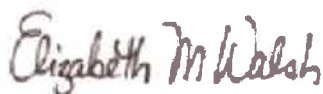
who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 28, 2013

Expiration Date: February 28, 2021

WBENC National Certification Number: 2005121955

WBENC National WBE Certification was processed and validated by Women's
Business Enterprise Center - East, a WBENC Regional Partner Organization.



Authorized by Elizabeth M. Walsh, President
Women's Business Enterprise Center - East

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 561492, 561410
UNSPSC: 82111603

 Center for Women & Enterprise

 GREATER
WOMEN'S
BUSINESS
COUNCIL

 WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

Great Lakes
Women's
Business
COUNCIL

 WBENC ORV
WOMEN'S BUSINESS ENTERPRISE CENTER
ORANGE COUNTY, FLORIDA

 WOMEN'S
BUSINESS
COUNCIL
SOUTHERN KEY

 WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 WBEA

 WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL
SOUTH OREGON

 WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL
SOUTHERN CALIFORNIA

 WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL
WESTERN CALIFORNIA

 WOMEN PRESIDENTS'
Educational Organization

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- ☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- ☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- ☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- ☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Sargent's Court Reporting Service, Inc.

Signed: 

Date: 5/20/2020

Title: President

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Sargent's Court Reporting Service, Inc.
Company


Authorized Signature

5/20/2020
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kainani S. Rose, Manager
(Name, Title)
Kainani S. Rose, Manager
(Printed Name and Title)
210 Main St., Johnstown, PA 15901
(Address)
814-536-8908 | 814-539-7579
(Phone Number) / (Fax Number)
clientservices@sargents.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Sargent's Court Reporting Service, Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Sara A. Sargent, President
(Printed Name and Title of Authorized Representative)

5/20/2020
(Date)

814-536-8908 | 539-7579
(Phone Number) (Fax Number)

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: **WorkForce WV**

Signature: _____

Title: **Acting Commissioner**

Date: _____

Name of Associate: Sargent's Court Reporting Service, Inc.

Signature: *[Signature]*

Title: President

Date: 5/20/2020

Form - WVBAA-012004
Amended 08.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 13
[Signature]
Patrick Morrissey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Sargent's Court Reporting Service, Inc.

Name of Agency: WorkForce WV

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

**Personal/Employment
Medical**

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Sargent's Court Address: 210 Main St.
Reporting Service, Inc. Johnstown, PA 15901

Name of Authorized Agent: Sara A. Sargent, President Address: 210 Main St. Johnstown, PA 15901

Contract Number: _____ Contract Description: Transcription Services

Governmental agency awarding contract: WorkForce

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☒ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

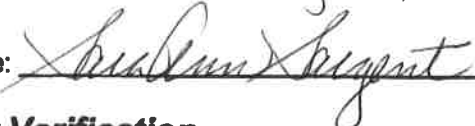
☐ Check here if none, otherwise list entity/individual names below.

Sara Ann Sargent

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Sara Ann Sargent, President

Signature: 

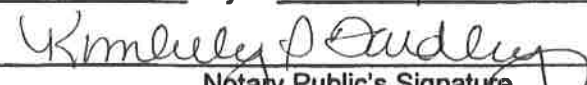
Date Signed: 5/20/2020

Notary Verification

State of Pennsylvania, County of Cambria:

I, Sara Ann Sargent, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20 day of May, 2020


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
Kimberly I Faidley, Notary Public
Cambria County
My Commission Expires Dec. 23, 2022
Commission Number 1047454
Revised June 8, 2018

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sargent's Court Reporting Service, Inc.

Authorized Signature: [Signature] Date: 5/20/2020

State of Pennsylvania

County of Cambria to-wit:

Taken, subscribed, and sworn to before me this 20 day of May, 2020

My Commission expires Dec 23, 2022.

AFFIX SEAL HERE

Commonwealth of Pennsylvania - Notary Seal
Kimberly I. Faidley, Notary Public
Cambria County
My Commission Expires Dec. 23, 2022
Commission Number 1047454

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)