



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
WWV14128

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS
304-558-2306

\*429132316 814-536-8908  
 SARGENTS COURT REPORTING SVCS  
 210 MAIN ST  
 JOHNSTOWN PA 15901

VENDOR

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112 304-558-2631

SHIP TO

DATE PRINTED
03/06/2014

BID OPENING DATE: 04/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		961-72		
TRANSCRIPTION SERVICES, LEGAL AND MEDICAL						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR TRANSCRIPTION SERVICES PER THE ATTACHED DOCUMENTATION.						
***** THIS IS THE END OF RFQ WWV14128 ***** TOTAL:						79,780
04/08/14 10:26:00AM West Virginia Purchasing Division						

SIGNATURE <i>Sara Ann Sargent</i>	TELEPHONE 814-536-8908	DATE 4/7/14
TITLE President	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**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](mailto:Sally@sargents.com)

**Response to Request for Quotation**  
**WWV14128 for Transcription Services**

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

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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 18 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 E 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.

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for transcription services of hearings conducted by the Board of Review and decisions resulting from those hearings.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1. **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2. **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3. **“RFQ”** means the official request for quotation published by the Purchasing Division and identified at WWV14128.
  - 2.4. **“Board of Review”** is part of the West Virginia Unemployment Division that governs the initiation and conduct of hearings in contested unemployment claims before the Board of Review.
3. **GENERAL REQUIREMENTS:**
  - 3.1. **Contract Items and Mandatory Requirements:** Sargent’s shall 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 shall have 1" margin.
      - 3.1.1.2. All subsequent pages of the transcripts shall have header on line 5 leaving 5/8" margin at top. All pages of the transcript shall have 1" margin on left and 5/8" margin on the right side.
      - 3.1.1.3. Transcripts shall include single spacing Questions and Answer format.
      - 3.1.1.4. Transcripts shall include Arial 12 point Font type and size.
      - 3.1.1.5. Hearing transcripts shall include a style of the case and appearances on page one of Attachment 1.
      - 3.1.1.6. Hearing transcripts shall include an Index of Direct, Cross, Redirect, Recross, etc. and exhibits on the second page.

- 3.1.1.7. Certification shall be included on last page of transcript
- 3.1.1.8. Hearing transcripts shall 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 shall 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 shall include an Index of key words at the end of the transcript.
- 3.1.1.11. The completed transcripts shall be printed on 8" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with Microsoft Office Word 2010 or equal.

### **3.1.2. Decisions/Orders**

- 3.1.2.1. The first page of the Board of Review Decisions/Orders shall have a 1" margin at the top.
- 3.1.2.2. All subsequent pages of the Board of Review Decisions/Orders shall 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 shall be single spaced with appropriate paragraphing.
- 3.1.2.4. Board of Review Decisions/Orders shall 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 shall 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 shall 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. Sargents' will provide receipt of the dictation of the decisions/orders by employees of the Board of Review. A direct phone number will be provided upon award of the contract.
- 3.1.3.2. Sargent's has the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. Sargent's current system operates on a 24x7 continuous cycle and can accept dictation anytime via a toll-free phone number. Upon award of the contract, Sargent's will provide two (2) references documenting accommodation of simultaneous dictation. If the demands outweigh the ports, we can and certainly will add lines to our system to accommodate.
- 3.1.3.3. Sargent's will transcribe decisions/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If Sargent's equipment malfunctions, the equipment must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to Sargent's at the mailing address specified by Sargent's, unless other arrangements are mutually agreed to by Sargent's and the Board of Review.
- 3.1.3.4. Sargent's will be available for in-person pick-up of cassettes each day by 5:00 P.M. The pick-up location will be in the Charleston, West Virginia area.
- 3.1.3.5. Decisions/transcripts will be electronically mailed to the Board of Review in a format compatible with the Board of Review software, such as Microsoft Office Word 2010 or equal.
- 3.1.3.6. Sargent's will electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office within two working days of receiving the dictation. For example, a decision dictated by 5:00 P.M. on Friday must be transcribed and returned to the Board of Review no later than the close of business on the end of the second working day.
- 3.1.3.7. 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.

- 3.1.3.8. Sargent's will retain a "copy" of the electronically transmitted documents for a 45 day period.
- 3.1.3.9. Sargent's will provide to the Board of Review of the previous month's transcription of decisions/orders on a mass magnetic storage device (such as a compact disc) within ten (10) days of the end of each month.
- 3.1.3.10. If electronic mail is unavailable for a 24-hour period, Sargent's will deliver the transcribed decisions/orders to the Board of Review by magnetic mass storage device (such as a compact disc).
- 3.1.3.11. Sargent's shall keep all dictation of hearing transcripts and decisions/orders, for a minimum of five (5) years, and all data retained will remain confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server or other digital storage devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and, all hard copies of documentation shall be secured away from public access and viewing. Transcribed material must be destroyed through a secure document destruction method and a certificate of destruction must be retained by the vendor for a minimum of six (6) months.
- 3.1.3.12. While an accuracy of 100% should be the standard to which every document is held for delivery to the Board of Review, a benchmark for the transcriptionist is an accuracy rate at no less than 98%.
- 3.1.3.13. Sargent's will accommodate all requirements of the Board of Review to prioritize work and will comply with all special requests regarding the order in which dictations are transcribed.
- 3.1.3.14. A keyword index will be provided at the end of each transcript. The index will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number.
- 3.1.3.15. Multiple copies of transcribed documents, as requested by the Board of Review, will be provided.
- 3.1.3.16. References

**Client Name: State of Oregon – Workers' Compensation Board**

**Project Description:** Transcribing workers' compensation hearings from digital files that are downloaded from the agency. Transcripts are prepared in a specific



format and uploaded back to the agency in a .docx format. Turnaround time varies based on the need of client; however turnaround is typically ten days. A sample work product is attached as Exhibit A.

Project Length: October 2011 – current

Client Project Manager: Roberta Perez, Transcript Coordinator  
Phone: 503-934-0144  
Email: [roberta.s.perez@state.or.us](mailto:roberta.s.perez@state.or.us)

**Client Name: Mutual Benefit**

Project Description: Transcribing phone interviews from emailed audio files. Transcripts are prepared in specific format and emailed back in PDF versions. Turnaround is next day. A sample work product is attached as Exhibit B.

Project Length: March, 2012 – Current

Client Project Manager: Rebekah Hedrick  
Phone: 1-800-283-3531

**Client Name: Pittsburgh Critical Care Intensivists**

Project Description: Transcribing hospital ICU and IMU medical reports from audio dictated telephonically into our digital dictation system. The ICU and IMU locations are in Lumberton, NC, and Olean, NY. Medical reports are prepared in MS Word in a specific format and available through our secure web server for review and electronic sign-off by the dictating physician. The signed-off reports are returned and then cold fed into the hospital's electronic charting system. Turnaround time for delivery of transcribed reports is 10-12 hours. A sample work product is attached as Exhibit C.

Project dates: October 1998 - present (open-ended).

Client Project Manager: John W. Hoyt, MD, FCCM  
Phone: 412-371-9133  
Fax: 412-371-9360  
E-mail: [hoytj@pccaintensivist.com](mailto:hoytj@pccaintensivist.com)

- 3.1.3.17. Upon award of the contract, The West Virginia Executive Branch Confidentially Agreement will be signed by all employees and forwarded to the Board. A fully executed copy is attached hereto on page 17.

#### 4. CONTRACT AWARD:

4.1. The contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2. **Pricing Pages:** Sargent's Pricing Page is attached hereto on Page 16.

#### 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 transcribed hearings and decisions/orders in accordance within the schedule described in Section 3 and shall not hold orders until a minimum delivery quantity is met.

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. Sargent's will adhere to all requirements under WWV14128.

6.3. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. This cost has been included in the pricing page, Page 16.

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 11.

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

**7. MISCELLANEOUS:**

**7.1. No Substitutions:** Sargent's shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**7.2. Vendor Supply:** Sargent's will maintain sufficient employees to fulfill its obligations under this Contract.

**7.3. Reports:** 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.

**7.4. 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](mailto: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.

# **EXHIBIT A**



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INDEX OF WITNESSES

CLAIMANT'S:

PAGE

[REDACTED]

Direct Examination

4

Cross-Examination

8

Redirect Examination

12

DEFENDANT'S:

NONE



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INDEX OF EXHIBITS

EXHIBITS:

1 - 50

MARKED: ADMITTED: <sup>NOT</sup> ADMITTED: WITHDRAWN:

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1 TRANSCRIPT OF PROCEEDINGS

2  
3 THE ALJ: This is the time and place set for the hearing in the matter of  
4 the compensation of [REDACTED] WCB Case No. [REDACTED] and [REDACTED]. This  
5 hearing's being convened on November 27, 2012, in Portland, Oregon, before  
6 Administrative Law Judge [REDACTED] of the Workers' Compensation Board.

7 [REDACTED] is present and is represented by his attorney, [REDACTED]

8 The employer, [REDACTED] and its  
9 processing agent, Special Districts Association of Oregon, are represented by their  
10 attorney, [REDACTED]. [REDACTED] is also present on behalf of the employer.

11 Do both parties waive a reading of their rights and procedures under  
12 ORS 183.413?

13 [REDACTED] Claimant waives.

14 [REDACTED]: We waive.

15 THE ALJ: Thank you. The exhibits that have been submitted in the  
16 case today include what have been marked 1 through 50. [REDACTED] has indicated  
17 that he'd like to take the deposition of [REDACTED] as well. And [REDACTED] would  
18 like to take the deposition of [REDACTED]. I understand that both parties agree with  
19 those requests, so the hearing will be continued for the taking of those two  
20 depositions.

21 With that in mind, [REDACTED], do you have any objection to my  
22 receiving 1 through 50 into evidence?

23 [REDACTED]: No.

24 THE ALJ: [REDACTED]?

25 [REDACTED] No objections.

1 THE ALJ: All the exhibits are received into evidence. I mentioned that  
2 there are two WCB Case Nos. in this file, but one of them deals with an Order on  
3 Reconsideration. That is 12-04771. And it's my understanding, [REDACTED], that, on  
4 behalf of your client, he'll be withdrawing the Request for Hearing, challenging that  
5 August 21, 2012 Order on Reconsideration. Is that correct?

6 [REDACTED]: That's correct.

7 THE ALJ: Thank you. So the issues before me concern [REDACTED]  
8 appeal of the employer's August 9, 2012 denial of compensability of the alleged  
9 dislocation of his peroneal tendon in the right ankle. That's Exhibit 45 in the exhibits  
10 that have been received already. And that Request for Hearing arises out of WCB  
11 Case No. [REDACTED]. If I set that denial aside, [REDACTED] would also like me to  
12 assess attorney fees and costs under ORS 656.386, but he is withdrawing the  
13 penalty issue that had previously been raised. Is that a correct statement of the  
14 issues, [REDACTED]?

15 [REDACTED]: Yes.

16 THE ALJ: Do you agree, [REDACTED]?

17 [REDACTED]: I do.

18 THE ALJ: Thank you. Opening statement, [REDACTED]?

19 [REDACTED]: Briefly, Judge, this is a partial denial after claim  
20 acceptance for a right ankle sprain. My client was injured on around June 10, 2011.  
21 The record does show and my client will testify that there have been previous right  
22 ankle treatments going as far back as '91. The issue is compensability of the  
23 subluxed peroneal tendon. [REDACTED] did the surgery. We're going to rely on the  
24 evidence from [REDACTED], and let's see what happens in these depositions  
25 coming up.

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THE ALJ: At this point is it a straight industrial injury, material cause case, or is this more of a combined condition, do you think?

[REDACTED] That's a good question. The combined condition for the subluxed tendon would--I think would only be combined with a cerebral palsy diagnosis. There's some debate in this record whether or not my client even has that or has treated with it--treated for it in the past.

When you-- This is not a current condition denial. I want to stress that. There is indication of degenerative arthritis and/or an occupational worsening of that arthritis, but that issue is not before you right now. So I think it's debatable. I think material cause may be an issue as opposed to major contributing cause. We'll have to see how the depositions shake up and closing argument--how closing argument sets--sets up. But I don't want to waive the idea that material contributing cause may be the burden of proof or the standard.

THE ALJ: All right. Thank you. Opening statement, [REDACTED]?

[REDACTED] Just briefly, your Honor, I think it's important to note that what was requested was a dislocation of the peroneal tendon. I think you'll find that the medical evidence attaches a very specific meaning to that. And there's no indication in the record that that's the same as a subluxation. While they might sound close to us, [REDACTED] points out that dislocation has a very specific meaning, which includes a disturbance of the retic--retinaculum, which is not present in the medical record, from--what I can see, from any of the doctors that Claimant is relying on, [REDACTED] So I think it's an important distinction that you're going to have to make in looking at the--at the medical evidence. Because what was requested was a dislocation, and what was denied was a dislocation, not a subluxation. Thank you.

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THE ALJ: Thank you. You may call your first witness, [REDACTED]  
[REDACTED] I call my client.

THE ALJ: Come on up, sir. Before you take a seat, I'll swear you in.  
Please raise your right hand.

-----

[REDACTED]

called as a witness on his own behalf, after having been first duly sworn, was  
examined and testified as follows:

THE ALJ: Thank you. Have a seat, please, and state your full name,  
spelling your last name.

THE WITNESS: [REDACTED]

THE ALJ: [REDACTED] let me make sure I've got your current mailing  
address. Is it still [REDACTED]

THE WITNESS: Yes.

THE ALJ: Thank you. Your witness, [REDACTED]  
[REDACTED] Thank you, Judge.

DIRECT EXAMINATION

BY [REDACTED]

Q. [REDACTED] who were you working for on or--in--on or around June 10, 2011?

A. [REDACTED]

[REDACTED]

1 Q. And how long have you been so employed?

2 A. Fifteen years there.

3 Q. And what was your job?

4 A. Custodial.

5 Q. We're obviously here for a Workers' Compensation claim. Could you tell the  
6 Judge how you hurt your right ankle that day?

7 A. Yes. There's a-- From this building that I-- Taking garbage out in a big barrel  
8 that had pottery and trash in, I was rolling it down, and what happened was it--when  
9 I got to the lip of this--like a ramp on the sidewalk that goes down, well, it fell over  
10 and pulled me down on top of it and twisted my ankle. And thinking it was just a  
11 twist...

12 Q. What ankle was that?

13 A. The right ankle.

14 Q. Okay. Do you have any idea how much--how much the garbage bin weighed?

15 A. No. I couldn't exactly tell you. I know they get heavy when we fill them up.

16 Q. Was this one heavy?

17 A. Oh, yeah. It's-- Yeah, I had to--the clay pottery and stuff that was in it and trash.

18 Q. So you twisted your right ankle on that day?

19 A. Yes.

20 Q. And did it hurt?

21 A. I was in so much pain that I was sweating, and I thought I was going to pass out.

22 Q. Did you seek medical treatment?

23 A. I called [REDACTED] thinking, oh, it's just a twisted ankle, because we tried to put ice  
24 and stuff at work on it, and then I went home and I did it there. And when I called  
25 [REDACTED] - I'll make this quick. I called [REDACTED] and they told me keep putting ice and,



1 you know, don't be on it. So I went the next day into [REDACTED] and--because they told  
2 me wait until-- You know, make sure it feels better. And so, didn't feel good, so I  
3 went in there. And they told me, well, you can't be on it for, I believe, a couple  
4 weeks I think it was at the time. And I was still swollen. I was swollen, huge. And  
5 so I kept icing it and icing it. The swelling wouldn't go down, so...

6 Q. So you sought treatment with [REDACTED] correct?

7 A. Yes, sir.

8 Q. And ultimately, you began treating with [REDACTED] and then [REDACTED] correct?

9 A. Yes. Uh-huh.

10 Q. Now [REDACTED] performed surgery on you; correct?

11 A. Yes.

12 Q. Up until that surgery, how was your ankle doing?

13 A. Pretty-- I couldn't walk on it. I could-- They made me-- You know, I tried--  
14 They put me in air casts and stuff around my ankle, and...

15 Q. You couldn't walk at all?

16 A. No. I couldn't walk until I had-- Well, even after the surgery, it took a while.  
17 Took a few months.

18 Q. All right. So after the surgery, did you have improvement?

19 A. Slowly. You know, it hurt every day. I tried physical therapy. And I lost my  
20 muscle tone and stuff in my right leg because of, you know, not able to walk on it  
21 and stuff. So anyhow, yeah, I couldn't walk. Sorry. Make that short. But yeah.

22 Q. And as we're sitting here today, how's that ankle feel?

23 A. Hurts. Get up early in the morning. This is my worst morning. It just-- I still  
24 have swelling, so it hurts pretty bad.

25 Q. I see you're using a cane today?

1 A. Yessum (phonetic).

2 Q. Is that normal for you now?

3 A. Yes, it's my normal thing now. I get up early every morning and walk with a  
4 cane, so...

5 Q. Prior to injuring yourself in June of 2011, have you twisted that ankle before?

6 A. Yes.

7 Q. Our record reflects that there was a note from 1991. Do you remember that?

8 A. It's been a while. Not exactly for sure. I remember...

9 Q. I don't know. Our record reflects that there's a chart note that says you were  
10 running and you twisted your right ankle. Do you remember that?

11 A. No, not exactly. It's been a while.

12 Q. And again in '92...

13 [REDACTED] I think this is Exhibit 2, Judge.

14 THE ALJ: Thank you.

15 [REDACTED] (continuing)

16 Q. It says you had another ankle injury. Do you remember that?

17 A. Not-- You know, honestly, it's...

18 Q. I'm just asking if you remember,

19 A. No. Sorry. It's been a while.

20 Q. And I'm looking at what's been marked as Exhibit 5, an '07 injury. It looks like  
21 you twisted your right ankle while you were fishing. Do you remember that?

22 A. Yes. Yeah. It didn't really hurt until I went to work that day. It didn't hurt-- I  
23 didn't hurt until work.

24 Q. And our record, Exhibit No. 6, says that your right ankle hurt-- This is in  
25 December, '09.



1 A. Yeah.

2 Q. No particular injury but doing a lot of walking. Pain in right ankle. Do you  
3 remember that?

4 A. Yeah. It was just-- I didn't twist it or anything. It was just soreness, I believe.

5 Q. Did that heal up?

6 A. Oh, yeah. Yeah.

7 Q. How about the one in '07?

8 A. Yep.

9 Q. Before you injured yourself in June, 2011, what type of activities did you  
10 participate in?

11 A. Martial arts, I have a degree in the arts, and bicycling, hunting and fishing,  
12 climbing mountains, up and down hills and stuff. I love the outdoors, which I can't do  
13 anymore, so...

14 Q. Have you been able to do that since your injury of June of 2011?

15 A. No. I haven't been able to fish or anything like that. If I did, it'd be on the  
16 boardwalk.

17 Q. Are you currently working?

18 A. No. I'm retired.

19 Q. When did you do that?

20 A. As soon as I found out that I wasn't able to go back to work, because I was told  
21 that they didn't have anything for me.

22 Q. That's all the questions I have for you.

23 THE ALJ: Thank you. Cross-Examination?

Workers'  
Compensation Board  
Hearings Division

24 [REDACTED] Thank you, your Honor.

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[REDACTED]

CROSS-EXAMINATION

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[REDACTED]

Q. [REDACTED], how would you relate the pain in your ankle now to the pain in your ankle prior to the surgery?

A. I think it hurts more now than it did.

Q. Than it did before the surgery?

A. Yeah. Yeah.

Q. There was-- In the chart notes there was a lot of mentions about you wearing a boot or a brace.

A. I have the brace on right now.

Q. Okay. So you have a...

A. I mean, I'll always wear it, yeah.

Q. So you have a brace on? It's underneath your pants?

A. Yeah.

Q. So you have the-- You use the brace and the ankle--I'm sorry, and the cane at the same...

A. Yessum. Sometimes I use the-- I have a four-wheeled cart that the insurance company paid for, and I use that.

Q. And essentially by using that, you can stay off your--off your foot?

A. Yeah. Sometimes it will drive me up the wall. Lately it has.

Q. Were you ever told by anyone that you had cerebral palsy?

A. Not really. My parents thought I did, but I never-- Nobody really...

Q. So they indicated to you that they thought you had it?

A. Yeah.

Q. Do you remember seeing a [REDACTED] in 1998?

[REDACTED]

1 A. It's been a long time ago. I'm being honest, I don't remember.

2 Q. So you don't remember that?

3 A. No.

4 Q. In the note it says that the chief complaint is cerebral palsy and that you were  
5 requesting a referral for orthotics for your shoes. Does that ring a bell?

6 A. Yes.

7 Q. And what was going on at that time?

8 A. I just thought maybe I needed orthotics. And I believe-- I don't remember if he  
9 said I didn't really need them or anything like that because I just asked, I believe.

10 THE ALJ: When was that, [REDACTED]?

11 [REDACTED] I'm sorry. I was looking at Exhibit 3. And this is in  
12 1998.

13 THE ALJ: Thank you.

14 [REDACTED] (continuing)

15 Q. Do you remember in 2002 seeing a [REDACTED] for some foot problems?

16 A. Unh-unh.

17 Q. There was an indication that there is a painful fissure between your first and  
18 second toe.

19 A. Oh.

20 Q. Does that ring a bell?

21 A. Yeah.

22 Q. What was going on there?

23 A. I cracked my toe in martial arts, I believe. That's a hell of a long time ago.

24 Everybody does that. I mean, everybody breaks something, I believe.

25 Q. The note also indicates that they have a history of cerebral palsy in your right



1 foot and you walk on the forefoot, the front of your foot. Does that sound familiar to  
2 you?

3 A. No.

4 Q. Have you noticed throughout your life any problems with the right side of your  
5 body, the functionality of it?

6 A. No, not really.

7 Q. So no weakness or problems with coordination or anything like that?

8 A. No.

9 Q. Has anyone informed you that you have arthritis in your ankle?

10 A. Just from this surgery.

11 Q. Following the surgery, they indicated that you had arthritis?

12 A. Just after--after the surgery.

13 Q. But you don't remember having any discussions with any of your previous  
14 medical provider about degenerative changes or arthritis in your right ankle?

15 A. Never have. Never have had any problems with that.

16 Q. Before you had the injury, did you have any-- Did you ever use a brace or a  
17 cane?

18 A. Just when I'd sprain my ankle, you know, those times. But otherwise, no, never  
19 have wore a brace of any kind.

20 [REDACTED] No further questions. Thank you.

21 THE ALJ: Thank you. Redirect, [REDACTED]?

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Workers'  
Compensation Board  
Hearings Division

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[REDACTED]

REDIRECT EXAMINATION

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[REDACTED]

Q. Do you recall ever seeking medical treatment for cerebral palsy?

A. No.

Q. Do you limp right now?

A. Yes.

Q. Do you recall which way your ankle twisted on 6/10/11?

A. I'm thinking the foot came in (indicating). I mean, that's the only way I could, you know...

Q. It looks like you were motioning clockwise.

A. Yeah. I'm sorry. Counterclockwise. Wouldn't that be-- Yeah.

Q. Why don't you make the motion?

A. My ankle-- So it would be this way (indicating). So I would pull it towards my face.

THE ALJ: On the outside of your foot?

THE WITNESS: Yeah.

THE ALJ: You twisted it on the outside of your foot like that?

THE WITNESS: Yes. Uh-huh.

THE ALJ: So he was agreeing that the foot turned inward, you know, so that-- I don't know how to describe it, really, but I'll show you. On the outside of the foot, you know, twisting it up like that (indicating).

[REDACTED] Where the lateral part of the ankle went towards the ground?

THE ALJ: I believe that is true.

[REDACTED]: Okay. I don't have any further questions.

[REDACTED]

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THE ALJ: Recross?

[REDACTED] Nothing further from me. Thank you.

THE ALJ: Thanks. [REDACTED]

THE WITNESS: Thank you.

THE ALJ: You can have your seat back there with [REDACTED]

THE WITNESS: Okay.

THE ALJ: Any additional witnesses for [REDACTED]

[REDACTED] Not at this time.

THE ALJ: Do you want to take a few minutes, [REDACTED] or do you have no witnesses?

[REDACTED] We have no witnesses.

THE ALJ: Okay. Then you don't have to sit down if you don't want to. We're done.

THE WITNESS: All right.

THE ALJ: And they're going to go talk to the doctors a little bit more. and like I explained earlier, they'll do those closing arguments, and then the case will get wrapped up. Thanks for coming.

THE WITNESS: All right.

(WHEREUPON, the proceedings were adjourned at 9:27 a.m.)

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CERTIFICATION OF TRANSCRIPT

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I, [REDACTED], as the transcriber of the oral proceedings at the 11/27/2012 hearing before Administrative Law [REDACTED] certify this transcript to be true, accurate, and complete.

Dated this 13th day of April, 2013.

[REDACTED]

Transcriber

CERTIFICATION OF TRANSCRIPT

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I, [REDACTED] as the proofreader of the oral proceedings at the 11/27/2012 hearing before Administrative Law [REDACTED] certify this transcript to be true, accurate, and complete.

Dated this 13th day of April, 2013.

[REDACTED]

Proofreader



# EXHIBIT B

September 25, 2013

Q. This is [REDACTED] speaking. I'm interviewing [REDACTED] concerning an automobile accident that occurred on June the 8th, 2013. Today's date is June the 11th, 2013. The time right now is 12:42 p.m. [REDACTED] would you please state your full name?

A. [REDACTED]

Q. And just for identification purposes, could you tell me your date of birth?

A. [REDACTED]

Q. Okay. Going back to the accident I described, could you tell me the year and make of vehicle you were operating?

A. '04 Pontiac Grand Prix.

Q. Okay. And who was the owner of the car?

A. Me.

Q. Okay. And do you remember where the accident occurred?

A. Yes, [REDACTED]

Q. Okay. Was this in a residential area or was it in a business?

A. Yes, yes.

Q. Okay. Was it in somebody's driveway or yard or where did this happen?

A. It was on the main street on the curve.

Q. Okay. Could you --- all right. It's my understanding you just attended a yard sale at somebody's house?

A. Right.

Q. Were you parked or were you stopped when the accident happened?

A. Yes.

Q. Or were you moving?

A. I was stopped sitting there ready to go. I was stopped and then whatever the lady, she came around the corner and too close and that's when it happened.

Q. So I think you just said that you were stopped along a curve?

A. Yeah, yeah.

Q. Okay. Was she coming from behind you?

A. Yes.

Q. Okay.

A. To turn into [REDACTED].

Q. She was attempting to turn into [REDACTED]?

A. Uh-huh (yes).

Q. Okay. Where was the impact on your car?

A. Right front --- left front. Driver's side front.

Q. Okay. The driver's side front. Where was the damage on the other car?

A. On what car?

Q. On the other car.

A. Her car?

Q. Yes, her car.

A. I don't know. She had some --- it was too confusing. She had some boards flying off I saw. I didn't see anything else. I don't know.

Q. Okay. And I'm going to ask you again, were you stopped or were you moving when this happened?

A. Well, I will say I was stopped.

Q. Okay. All right. Who do you feel is at fault for the accident?

A. I don't know. She could be at fault, yeah. She's the one that pulled in front of me.

Q. Okay. So you believe that she was at fault?

A. Yes.

Q. Okay. That will be all my questions other than was there anybody injured in this accident?

A. Pardon me? I'm sorry.

Q. Was there anybody injured in this accident?

A. No.

Q. Okay. That's all my questions. Have you understood my questions?

A. Yes.

Q. Have your answers been true and correct to the best of your knowledge?

A. Yes.

Q. May I have your permission to turn off the recording?

A. Yes.

Q. Okay. That's it.

# EXHIBIT C

10/23/2013

Account [REDACTED] Room # 4 ICU

This 48-year-old gentleman presented to the emergency room with acute respiratory distress.

This is a 48-year-old gentleman with a known past medical history significant for asthma. He has been intubated and treated in the Intensive Care Unit in August for status asthmaticus. He also has a past medical history significant for hypertension, obesity, obstructive sleep apnea, and possible cervical radiculopathy. It is reported that EMS was called to the patient's home because the patient was found to be unresponsive. Upon arrival, the EMS found the patient in a prone position with agonal respiration. EMS was started at the home, however, it was stopped because the patient became alert and responded to voice. He was then brought to the emergency room for further evaluation. As per the emergency room physician, the patient became unresponsive while in the emergency room and CPR was started. He received one dose of epinephrine and he then became alert and was able to speak to the ER physician. At that time, he reported to the ER physician that he did not wish to be intubated but though he was short of breath. The patient's sister spoke to the patient and advised him to be compliant with medical therapy. Hence, the ER physician attempted to intubate the patient but the patient was a very difficult intubation and they were unable to reintubate the patient. The patient went into cardiopulmonary arrest with pulseless electrical activity. At that time, I was called to assist with the intubation.

Upon arrival to the emergency room, the patient was in pulseless electrical activity arrest and CPR was in progress. I was told that several attempts had been made to intubate the patient but the ER physician had failed. The patient was noted to be hypoxic with saturations between 36 and 40. He was having severe trismus and I was told that he had received 20 mg of etomidate and 200 mg of succinylcholine.

I assisted the ER physician in oxygenating and ventilating the patient. The patient was given propofol 10 ml which I pushed myself. The trismus improved and his saturation increased to 65%. After aggressive Ambu bagging, the patient's saturations did not improve any further. Therefore, at that time I attempted to intubate the patient using the Glidescope. The Glidescope did demonstrate good visualization of the vocal cords. However, I was unable to pass the endotracheal tube into his mouth. An oral airway was placed and we continued to Ambu bag the patient. The anesthesiologist had already arrived in the room and she was able to intubate the patient her second look.

Past Medical History:

1. Asthma, steroid dependent.
2. Hypertension.

10/23/2013

Account [REDACTED] Room # 4 ICU  
Page 2

3. Diastolic dysfunction.
4. Obstructive sleep apnea.
5. Obesity.
6. Possible cervical radiculopathy for which the patient was investigated on his last admission here in August.
7. The patient had a motor vehicle accident in 2010.

Medications: Reported to be loratadine 10 mg daily, prednisone 10 mg daily, Coreg 3.125 mg twice a day, hydrochlorothiazide 12.5 mg daily, albuterol inhaler two puffs as needed, Symbicort two puffs daily.

Family History: Unavailable at this time as the patient's family members are not available to assist in this consultation.

Allergies: It is reported that the patient has an ALLERGY TO PREDNISONE.

Social History: Unobtainable at this time.

Review of Systems: Unavailable at this time.

Physical Examination: The patient is a moderately obese gentleman who is now on mechanical ventilation.

HEENT: Head was atraumatic, normocephalic. Pupils were symmetrical and weakly reactive to light reflex. He was on propofol and once the propofol was held, according to the nurse, the patient did not appropriately but did not follow any specific commands.

Cardiovascular: S1, S2 were heard. Heart rate was 98, sinus rhythm with blood pressures of 132/89.

Respiratory: Copious amounts of oral secretions and the respirator therapist and the nurse here in the Intensive Care Unit were able to evacuate colored salmon and rice from the patient's oral airway, particularly the corners of his cheeks.

Gastrointestinal: Abdomen is obese.

10/23/2013

Account [REDACTED] Room # 4 ICU

Page 3

Renal: The patient had a Foley catheter that put out 350 ml in urinary output.

Infectious Disease: Temperature was 99 degrees.

Peripheral Vascular: He had cool lower extremities but palpable pulses.

Investigations: Most recent ABG done this morning showed a pH of 7.37, PCO<sub>2</sub> of 44, PO<sub>2</sub> of 288, saturations 100% on assist control of 16, tidal volume 550, PEEP of 85 and FiO<sub>2</sub> of 100%. Lactate has decreased from 7 to 3.5. Troponin was less than 0.1. Urinalysis showed 1+ blood, 2+ glucose, 3+ proteins and specific gravity 1.019, pH of 7.5, 1+ bacteria, 5-10 red cells, otherwise, unremarkable. His tox screen was positive for benzodiazepine. D-dimer was 0.29. Complete metabolic profile showed a potassium 3.1, otherwise, unremarkable. Blood sugars are running at 173. CBC was within normal limits. Chest x-ray shows cardiomegaly with possible aspiration in the right lung, mild pulmonary vascular congestion. CT scan of the head did not show any acute intracranial process. Alcohol level was negative. TSH was 0.1. ECG was not done but one will be done for him here in the Intensive Care Unit.

Assessment:

1. Acute respiratory failure with aspiration pneumonitis.
2. Status post cardiopulmonary arrest with pulseless electrical activity secondary to hypoxia as the patient was a very difficult intubation.
3. Acute exacerbation of COPD.
4. Obstructive sleep apnea.
5. History of asthma treated for status asthmaticus in August of this year with intubation.
6. History of hypertension.
7. Moderate obesity.
8. Cervical radiculopathy.

Plans for this patient are as follows:

1. The patient will be continued on mechanical ventilation.
2. I have started the patient on bronchodilator therapy.
3. The patient was started on Solu-Medrol.
4. The patient's sputum cultures will be sent off and patient will be started on empiric antibiotics.
5. The patient will be pan cultured for any increase in temperature.
6. Blood sugar management.



10/23/2013

Account [REDACTED] Room # 4 ICU  
Page 4

7. GI and DVT prophylaxis.
8. The endotracheal tube was pulled back in the emergency room.
9. The patient will be kept on propofol for sedation as he is a very difficult intubation.

Thank you for allowing me the privilege to care for this patient.

I have dedicated a total of 45 minutes of critical care time minus all appropriate exclusions.

[REDACTED]  
D: 10/23/2013 02:06

JOB #: [REDACTED]

/cs

*Authored and attested by [REDACTED] electronically signed on  
10/28/2013 at 11:56:24 AM*

# EXHIBIT D

**EXHIBIT D: QUARTELY REPORT FOR TRANSCRIPTION SERVICES**

(Checkmark appropriate quarter)

Date Report Submitted: \_\_\_\_\_

January – March \_\_\_

April – June \_\_\_

July – September \_\_\_

October – December \_\_\_

VENDOR NAME: \_\_\_\_\_

Submitted by: (person) \_\_\_\_\_ Telephone: \_\_\_\_\_

This Quarterly Report must be completed, even if no business was done. Send reports on or before **April 1, July 1, October 1 and January 1** annually throughout the life of the contract.

**Send to:**

WorkForce West Virginia

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(agency contact)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone number)

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(email)

Items Purchased	Quantities of Items Purchased	Invoice Amount

**TOTALS:** \_\_\_\_\_

# EXHIBIT E



hereby grants

# National Women's Business Enterprise Certification


to

## Sargent's 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.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council – PA, DE, sNJ, a WBENC Regional Partner Organization.

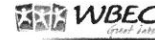
Expiration Date: 02/28/2015  
WBENC National Certificate Number: 2005121955

  
Authorized by Geri Swift, President,  
Women's Business Enterprise Council – PA, DE, sNJ



NAICS Codes: 561492, 561410

UNSPSC Codes: 82111603



# Exhibit A

## PRICING PAGE FOR WWV14128

### HEARING & DECISIONS/ORDERS TRANSCRIPTION SERVICES

DESCRIPTION	ESTIMATED ANNUAL PAGES	COST PER PAGE	EXTENDED ANNUAL COST
Transcribing Hearings from Cassette Tapes of Digital Recordings and Transcribing Telephone Dictation	37,000 x	\$ <u>1.09</u>	\$ <u>40,330</u>
Typing of Decisions/Orders	20,000 x	\$ <u>1.97</u>	\$ <u>39,400</u>
Documentation copying (original)	2,500 x	\$ <u>0.01</u>	\$ <u>25</u>
Multiple copy charges	2,500 x	\$ <u>0.01</u>	\$ <u>25</u>
			TOTAL <u>79,780</u>

The quantities listed above are for bid evaluation purposes only and the actual amount may vary.



## WEST VIRGINIA EXECUTIVE BRANCH CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, including any addenda, (collectively this "Agreement") is entered into between the State of West Virginia (the "State") and the undersigned, a member of the Workforce (the "User"). The State and the User are jointly referred to herein as the "Parties".

WHEREAS, the purpose of this Agreement is to secure the Confidential Information the State collects, stores, uses and discloses. Accordingly, the State is concerned with protecting the Privacy, Confidentiality, Integrity and Availability of this information, in its paper, electronic and verbal forms; and

WHEREAS, this Agreement is being instituted to ensure that all members of the Workforce fully understand their obligations to limit their Use of Confidential Information and to protect such information from Unauthorized Disclosure.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

a. **Confidential Information** means information that includes, but is not limited to, demographic, medical, and financial information in any form protected by statute or when the release of which would constitute an unreasonable invasion of Privacy, unless the public interest by clear and convincing evidence requires Disclosure in the particular instance, as approved by the designated State counsel or designee. Confidential Information also includes Personally Identifiable Information (PII), as that term is defined below. Confidential Information may be in paper, electronic and verbal forms, and includes images as well as text. Confidential Information includes all information designated confidential by law, rule, policy or procedure, as may be amended from time to time, (collectively referred to herein as "Policy"), such as passwords, client names, trade secrets, information concerning any taxpayer (from any return, declaration, application, audit, investigation, film, record or report) and security audits.

b. **Disclosure** means the release, transfer, provision of access to, sale, divulgence or communication in any other manner of information outside the entity holding the information, in accordance with Policy, as may be amended from time to time.

c. **Need to Know** means the principle that states a User shall only have Access to the minimum information necessary to perform a particular function in the exercise of his or her responsibilities.

d. **Personally Identifiable Information** or **PII** means all information that identifies, or can be used to identify, locate, contact, or impersonate a particular individual. PII also includes Protected Health Information (PHI) as that term is defined below. PII is contained in public and non-public records. Examples may include but are not limited to a specific individual's: first name (or initial) and last name (current or former); geographical address; electronic address (including an e-mail address); personal cellular phone number; telephone number or fax number dedicated to contacting the individual at his or her physical place of residence; social security account number; credit and debit card numbers; financial records, including checking, savings and other financial account numbers, and loan accounts and payment history; consumer report information; mother's maiden name; biometric identifiers, including but not limited to, fingerprints, palm prints, facial recognition, full face image and iris scans; driver identification number; birth date; birth, adoption or death certificate numbers; physical description; genetic information; medical, disability or employment records, including salary information; computer information, including information collected through an internet Cookie; and criminal records and history. When connected with one or more of the items of information specified above, PII includes any other information concerning an individual that, if disclosed, identifies or can be used to identify a specific individual physically or electronically.

e. **Protected Health Information** or **PHI** is a subset of PII and means, with regard to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) covered entities (*see* 45 C.F.R. §106.103), individually identifiable health information, including demographic information, whether oral or recorded in any form or medium that relates to an individual's health, health care services and supplies, or payment for services or supplies, and which identifies the individual or could reasonably be used to identify the individual. This includes information that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual including, but not limited to, preventive, diagnostic, therapeutic, rehabilitative, maintenance or palliative care as well as counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status of an individual or that affects the structure or function of the body; or the past, present, or future payment for the provision of health care to an individual; and which includes identity information, such as social security number or driver's license number, even if the name is not included, such that the health information is linked to the individual. Protected Health Information does not include records covered by the Family Educational Right and Privacy Act, 20 U.S.C. 1232g, and employment records held by the entity in its role as employer.

f. **Use** means the access, utilization, employment, application, examination or analysis of information within an entity that maintains such information.



g. **Workforce** means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for the State, is under the control of the State, whether or not the State pays them. Workforce does not include Vendors.

h. Any terms not defined herein shall have the definitions afforded them within the Privacy Policy Definitions currently located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

2. Treatment of Confidential Information:

a. The User shall only collect and retain Confidential Information in conformity with Policy.

b. To the extent that the User has a Need to Know Confidential Information, the User may have Access to and shall use such Confidential Information, in conformity with Policy, as may be amended from time to time.

c. The User shall not disclose to anyone, directly or indirectly, any such Confidential Information, unless the individual who is the subject of the Confidential Information consents to the Disclosure in writing or the Disclosure is made pursuant to Policy. At no time shall the Confidential Information be disclosed or used for a personal or non-work-related reason. If information-specific release provisions and restrictions do not exist, then the User shall only disclose Confidential Information (1) upon approval of the designated State counsel or designee; or (2) to individuals who are known by the User to have prior authorization by his or her supervisor to have Access to the information. All of the above applies to release of information in total or fragmented form. When Confidential Information is disclosed, care should be taken to prevent the redisclosure of that information to unauthorized persons or entities. Further, the User shall not misuse any media, documents, forms, or certificates in any manner which might compromise Confidentiality or Security or be otherwise illegal or violate policy, such as altering a record or using a certificate improperly.

d. The User shall protect Confidential Information from unauthorized collection, Use, Access, transfer, sale, Disclosure, alteration, retention or destruction whether accidental or intentional and shall take necessary precautions to secure such Confidential Information to the extent possible.

e. The User is bound by this Agreement and shall continue to protect the Confidential Information to which the User previously had Access, even when he or she no longer has Access to the same, including after termination of the Workforce relationship. The User shall report Incidents pursuant to the Response to Unauthorized Disclosures procedure located at [www.privacy.wv.gov](http://www.privacy.wv.gov).

f. If the User has any questions about this Agreement or the Confidentiality of information or its collection, Use or release, he or she shall request clarification from his or her immediate supervisor or appropriate Privacy Officer.

g. Any document, report, study, article or other written information in whatever format that the User prepares, or information in whatever format that might be given to the User as a member of the Workforce, and any software, computer equipment, or any other property including, but not limited to, copyrighted materials that may be made available from time to time, are the property of the State, or in the custody or control of the State, and shall remain in the State's possession, except as specifically consented to by the State. The User has no ownership rights to or interest in any information owned by or in the custody or control of the State.

h. The User's Access to Confidential Information is at the sole discretion of the State, and may be monitored, audited, modified, suspended, or terminated at any time.

i. The User shall comply with this Agreement and any applicable Privacy or Security policy. Such Compliance is a condition of employment and the User's failure to so comply may subject the User to disciplinary action up to and including dismissal. In addition, the State reserves the right to seek any remedy available at law or in equity for any violation of this Agreement. Further, the User may be subject to civil and criminal penalties for the unauthorized Use or Disclosure of Confidential Information.

Printed Name: Sara Ann Sargent

Signature: *Sara Ann Sargent*

Date: 4/7/14

# 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 Resident Vendor Preference, if applicable.

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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% resident 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% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident 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% resident 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% resident 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.

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) reject the bid; 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.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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  
Date: 7/7/14

Signed: [Signature]  
Title: President

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceed 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 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: Sargents Court Reporting

Authorized Signature: [Signature] Date: 4/7/14

State of PA

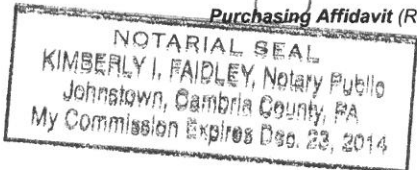
County of Cambria, to-wit:

Taken, subscribed, and sworn to before me this 7<sup>th</sup> day of April, 2014.

My Commission expires Dec 23, 2014

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]



**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Sargents Court Reporting  
(Company)

Sara Ann Sargent  
(Authorized Signature)

Sara Ann Sargent, President  
(Representative Name, Title)

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

4/7/14  
(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWV14128**

**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)

- |                                     |                |                          |                 |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6  |
| <input type="checkbox"/>            | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input type="checkbox"/>            | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input type="checkbox"/>            | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9  |
| <input type="checkbox"/>            | Addendum No. 5 | <input type="checkbox"/> | 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  
 Company  
  
Sharon Sargent  
 Authorized Signature  
  
4/7/14  
 Date

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
WV14128

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETH COLLINS
304-558-2157

\*429132316      814-536-8908  
 SARGENTS COURT REPORTING SVCS  
 210 MAIN ST

JOHNSTOWN PA 15901

VENDOR

WORKFORCE WEST VIRGINIA  
 OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305-0112      304-558-2631

SHIP TO

DATE PRINTED
03/26/2014

BID OPENING DATE: 04/08/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
0001	1	EA		961-72		
				TRANSCRIPTION SERVICES, LEGAL AND MEDICAL		
***** THIS IS THE END OF RFQ      WV14128 ***** TOTAL:						<u>79,780</u>

SIGNATURE <i>[Signature]</i>	TELEPHONE 814-536-8908	DATE 4/7/14
TITLE PRESIDENT	FEIN 25-1794003	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: WWV14128

Addendum Number: 01

---

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

**Description of Modification to Solicitation:**

To provide answers to vendor submitted questions.

To also change the bid opening date to April 8, 2014 at 1:30PM EST.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# ATTACHMENT A

Vendor Submitted Questions and Agency Answers for WWV14128

3/25/2014

**Q1. Who is the current vendor?**

A1. imedX is the current vendor.

**Q2. What is the current price per page?**

A.2 Records of the Purchasing Division are available to be reviewed at no charge and/or copied during normal business hours, Monday through Friday, 8:15 a.m. to 4:30 p.m., holidays and weekends excluded.

Copies of records are available upon written request from the vendor. A cost of 50 cents per page (minimum of \$10) is charged to furnish copies. Copy charges must be paid in advance. Copies of most bids can be obtained from the Purchasing Division website ([www.state.wv.us/admin/purchase/bids](http://www.state.wv.us/admin/purchase/bids)). Previous Bid # WWV14127.

If you have any questions or wish to make arrangements for copies of the requested documents, please feel free to contact our Support Services Supervisor: Beverly Toler at your convenience at [Beverly.A.Toler@Wv.gov](mailto:Beverly.A.Toler@Wv.gov).

**Q3. Can you please send an example of a current hearing transcript with correct formatting on all pages, so we may better understand the requirements?**

A3. The example provided as attachment two (2) is the latest formatting for hearings that is available.

**Q4. With regards to hearings, will the audio be sent to the vendor via telephone communication?**

A4. The audio file is transmitted electronically via computer.

**Q5. How many hearings will be sent via cassette versus digital recording format?**

A5. The hearings sent via cassette hearings are less than one per cent of the hearings, there has not been any cassette hearings sent in the previous year. The hearings sent via digital recording format are more than 99% of the hearings sent.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: WWV14128**

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(Check the box next to each addendum received)

- |   |  |
|---|--|
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\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012