



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.

## Header @ 4

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1432458

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0323

Vendor ID: VS0000038591

SO Doc ID: WWV2400000010

Legal Name: DATAGAIN INC

Published Date: 6/7/24

Alias/DBA: DATAGAIN INC

Close Date: 6/12/24

Total Bid: \$1,800.00

Close Time: 13:30

Response Date: 06/11/2024

Status: Closed

Response Time: 14:29

Solicitation Description: Transcription Services, Legal and Medical

Responded By User ID: Datagain

Total of Header Attachments: 4

Total of All Attachments: 4

First Name: Rishi

Last Name: Darira

Email: proposals@datagainservic

Phone: 201-598-1767



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1432458  
**Solicitation Description:** Transcription Services, Legal and Medical  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-06-12 13:30	SR 0323 ESR06112400000007703	1

**VENDOR**  
VS0000038591  
DATAGAIN INC

**Solicitation Number:** CRFQ 0323 WWV2400000010  
**Total Bid:** 1800  
**Response Date:** 2024-06-11  
**Response Time:** 14:29:56  
**Comments:** No discounts offered. Net payment 30 days.

**FOR INFORMATION CONTACT THE BUYER**  
Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

**Vendor Signature X** **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	2000.0000	PAGE	0.900000	1800.00

Comm Code	Manufacturer	Specification	Model #
82111603			

**Commodity Line Comments:**

**Extended Description:**

Estimated quantity of 2,000 is per month based on usage. Please enter price per page based on estimated quantity





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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1432458			<b>Reason for Modification:</b> Addendum No. 1 to provide answers to vendor questions
<b>Doc Description:</b> Transcription Services, Legal and Medical			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-06-07	2024-06-12 13:30	CRFQ 0323 WWV2400000010	2

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VS0000038591  
**Vendor Name :** Datagain Inc.  
**Address :** 1 Creekside Court, Secaucus, New Jersey, 07094  
**Street :**  
**City :**  
**State :** New Jersey **Country :** United States **Zip :** 07094  
**Principal Contact :** Rishi Darira  
**Vendor Contact Phone:** (201) 598-1767 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor  
Signature X Datagain Inc.

465535772  
FEIN#

June 11, 2024  
DATE

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open-end contract for Transcription Services per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO	SHIP TO
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US	WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transcription Services, Legal and Medical	2000.00000	PAGE	\$0.90	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82111603	NA		

**Extended Description:**  
 Estimated quantity of 2,000 is per month based on usage. Please enter price per page based on estimated quantity

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by June 5th, 2024 at 10:00am ET	2024-06-05

	Document Phase	Document Description	Page 3
WWV2400000010	Final	Transcription Services, Legal and Medical	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

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<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-06-07	2024-06-12 13:30	CRFQ 0323 WWV2400000010	2

BID RECEIVING LOCATION

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

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**State :** New Jersey **Country :** United States **Zip :** 07094  
**Principal Contact :** Rishi Darira  
**Vendor Contact Phone:** (201) 598-1767 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor **Datagain Inc.**  
Signature X

**465535772**  
FEIN#

**June 11, 2024**  
DATE

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

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**Extended Description:**  
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SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by June 5th, 2024 at 10:00am ET	2024-06-05

## SOLICITATION NUMBER: Addendum Number:

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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:**

**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

## TECHNICAL QUESTION RESPONSES CRFQ WWV240000000010

Q.1 Can you please confirm whether or not there is a technical volume required for this RFQ or if this is strictly a pricing exercise?

**A.1. This is an RFQ, award is based solely on the vendor submitting the lowest cost proposal and meeting all mandatories. A technical response is not required.**

Q.2 It appears that we are to fill in the assembled form and provide pricing in WVOasis, is that correct?

**A.2 Yes, that is correct.**

Q.3.If this RFQ does not require a technical component, may we know the per-page rate that the Department is paying at present?

**A.3 The current rate is \$1.05 per page.**

Q.4 How many hours of digital recordings needed to be transcribed in 2023?

**A.4 Approximately 200 hours were needed.**

Q.5 Are the terms and conditions of the contract specified in this RFP open to negotiation?

**A.5 Any exceptions to the terms and conditions to the Master Terms and Conditions must be approved by both the WV State Purchasing Division and the WV Attorney General's Office.**

Q.6 If modifications to the General Terms and Conditions (GTCs) are permissible, what is the proper procedure for a vendor to propose these modifications?

**A.6. Any exceptions should be noted along with a vendor's bid response. Prior to the contract award for services as a result of this RFQ, all exceptions to the Terms and Conditions would be reviewed by State Purchasing as well as the WV Attorney General's Office for their legal review for approval. If after all legal reviews, a resolution to vendor's exception can be reached by the State of WV, an award will then be made to the vendor with the lowest cost proposal meeting all mandatory requirements can be finalized.**

Q.7 Is there a phase within the RFP process where negotiation is allowed, or a mechanism to attach a document requesting modifications to the terms and conditions?



**A.7 This is not a RFP but a RFQ where lowest bid response meeting all mandatory requirements dictates the successful vendor. See the response in Question 6 as to the process.**

Q.8 Specifications section 4.1.2.9 states that the transcript should be 51 typing lines per page. However, the transcript example that was provided has 24 typing lines per page. Please confirm how many lines per page the final transcript needs to contain.

**A.8 The page should have 51 lines for typing, however, not all 51 lines have to be used for typing, they can be left blank like the example provided.**

Q.9 Transcription Plus, LLC is very interested in bidding on Transcription Services, Legal and Medical. Could you please tell us what you are currently paying for these services? This would be very beneficial in helping us submit a competitive bid.

**A.9 The current rate is \$1.05 per page.**

Q.10 Can you elaborate on the 4.1.2.11 regarding printing. Can we deliver all transcripts as WORD documents electronically for you all to print? Or are you expecting hard copy deliverable?

**A.10 4.1.1.2 states that transcripts shall be electronically mailed to the Board of Review in a format compatible with the Board of Review software, such as Microsoft Office Word 2016 or equal.**

**4.1.1.4 transcripts electronically mailed shall be transferred via a secure Virtual Private Network (VPN) or if by email as an encrypted document.**

Q.11 Who currently has this contract and how long have they had it?

**A.11 Celerity Solutions**

Q.12 Is this a sole source contract?

**A.12 No, all vendors who are able to provide the requested services and meet the mandatory requirements of this solicitation can submit a bid response.**

Q.13 Can you provide the current rate schedule?

**A.13 Current rate is \$1.05 per page.**

Q.14 What has been the annual spend and pages?

**A.14 FY 2021 - 14,883 pages, \$15,627.15 FY 2022 - 12,729 pages, \$13,365.45  
FY 2023 - 14,640 pages, \$15,372.00 FY 2024 – 8,324 pages, \$8,740.20**

Q.15 Who is the current vendor(s)?

## **A.15 Celerity Solutions**

Q.16 What are the current rates by line item?

**A.16 Current rate is \$1.05 per page**

Q.17 What are the YTD and prior year(s) annual expenditure totals for the current contract?

**A.17 FY 2021 \$15,627.15, FY 2022 \$13,365.45, FY 2023 \$15,372.00, FY 2024 \$8,740.20**

Q.18 What are the YTD and prior year(s) volume by line item?

**A.18 FY 2021-14,883 pages, FY 2022-12,729 pages, FY 2023-14,640 pages, FY 2024-8,324 pages**

Q.19 What is the estimated number of hearings per month?

**A.19 That would be based on the case load but at most 346 hearings a month.**

Q.20 Are hearings the only type of transcription needed? If other types, please confirm that this is verbatim transcription, provide a sample transcript, and any formatting requirements.

**A.20 Hearings only.**

Q.21 What format is audio recorded in and how will this be received?

**A.21 DSS/MP3 and they would be transferred by VPN or encrypted email.**

Q.22 Is sample audio available for reference/review?

**A.22 No**

Q.23 The CRFQ states a line item of "Transcription Services, Legal and Medical" but does not mention medical in the SOW. What is the estimated volume of medical transcription?

**A.23 None**

Q.24 The sample transcript provided is what the industry considers a "mini transcript" (four-to-a-page) versus a full transcript (one transcription page per page). Is the final product delivered to be a full transcript or a "mini transcript"?

**A.24 We prefer four pages to one sheet of paper. It can be typed full page then made to be saved/printed as four to a page.**

Q.25 CRFQ section 4.1.2.11, references printing on White Bond paper and compatibility with Microsoft Office 2016 or equal. Is hard copy printing and mailing required? If this is required, what is the approximate annual volume of printing? Also, how can a printed document be compatible with such software?

**A.25 No, everything will be sent via VPN or encrypted email.**

Q.26 4.1.2.3 of CRFQ states, "Transcripts shall include single spacing Questions and Answer format." The example provided appears to be double-spaced with blank lines between each typewritten line. Please give more insight into the formatting requirements.

**A.26 The example is not double space, it is single spacing.**

Q.27 4.1.2.9 of CRFQ states, "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." The example provided is 24 typewritten lines plus 1 blank line between each typewritten line. Please give more insight into the formatting requirements.

**A.27 Not all lines have to be used and can be left blank.**

Q.28 Is expedited transcript delivery ever requested - earlier than four (4) working days?

**A.28 No, not normally.**

Q.29 Is there a required form(s) for the pricing proposal, references, etc.? If yes, please provide.

**A. Pricing will be entered into the wvoasis document. References will be requested prior to award as a Word document.**

**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)

<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.

**Datagain Inc.**

\_\_\_\_\_  
Company



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

**June 11, 2024**

\_\_\_\_\_  
Date

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

Revised 6/8/2012



# State of West Virginia



Request for Quotations (RFQ) for Transcription Services  
RFQ Number: CRFQ 0323 WWV2400000010



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# Cover Letter

Dear Brandon L Barr,

We are writing to express our keen interest in participating in the Request for Quotation (RFQ) for Transcription Services for the **STATE OF WEST VIRGINIA with SOLICITATION NUMBER: CRFQ 0323 WWV2400000010**. At Datagain Inc., we are confident that our extensive experience and commitment to delivering high-quality transcription services align perfectly with your needs.

Datagain is an MBE/SBE firm certified by The State of New Jersey, Department of Treasury, headquartered in Secaucus, NJ. Datagain Inc. has a proven track record of providing accurate and timely transcription and translation services to a diverse array of esteemed clients, including government and judicial bodies. With nine years of experience, we have been providing transcription, translation and interpretation services since 2014.

Our extensive experience includes serving various government entities such as The Governor's Office – The State of New Jersey, the Department of Work and Services – The State of Utah, the Department of Labor and Industrial Relations – The State of Missouri, The Superior Court of California, Santa Clara, Public Employees Retirement Association of the State of New Mexico, and Agency for Persons with Disabilities – Florida, among others.

We have successfully executed over 2000 projects, transcribing over 100,000 hours of recordings and translating more than 15,000,000 words for over 100 satisfied clients. We are committed to upholding the highest standards of data security and confidentiality. Our custom HIPAA-compliant data management portal, featuring encrypted file transfers and federal-grade secure AWS GovCloud-hosted data centers, ensures the secure handling of all sensitive data. This portal is designed to streamline ongoing transcription projects while maintaining the utmost confidentiality and security of files.



We acknowledge our adherence to the Transcript Delivery Rate Chart and the Scope of Work as outlined in the solicitation. Our offer remains valid for 120 days from the date of submission of our bid.

We are confident in our ability to deliver high-quality transcription services that meet your exacting standards. Should you require any further information or have any questions, please do not hesitate to contact us. We look forward to the possibility of working with you.

Sincerely,



Rishi Darira



# About Us

---

## ORGANIZATION AND MANAGEMENT



**Rishi Darira**  
President

**Company Information**  
Address: 1 Creekside  
Court, Secaucus, New  
Jersey, USA 07094

**Phone Number:** (201)  
598-1767

**Data Universal  
Numbering System  
(DUNS) Number:** 07-  
942-2914

**Federal Tax ID number/  
TIN (Tax Identification  
Number):** 465535772

**UEI Number (SAM):**  
J9B2F6NSU9S9

Datagain stands as a leading provider of transcription and translation services, specializing in the delivery of secure and confidential transcriptions for a diverse clientele encompassing government agencies, academic institutions, non-profit organizations, and corporations.

Recognized as a Small Business Enterprise and Minority-owned Business Enterprise, Datagain holds approval under the Small Business Set-Aside Act and the Minority Business Certification Program by The State of New Jersey.

Boasting a wealth of experience and expertise, Datagain has successfully completed over 2000 projects, transcribing more than 100,000 hours of recordings. What sets Datagain apart is its unwavering commitment to precision and confidentiality.

The company acknowledges the sensitive nature of the content it handles, leading to the development of a custom-built HIPAA-compliant portal for secure and encrypted file transfers. This ensures that client data remains confidential and protected throughout the entire transcription process.

Quality lies at the core of Datagain's operations. Rigorous care is taken in the selection of highly qualified transcriptionists and subject matter experts (SMEs) proficient in various domains. Beyond being skilled typists, Datagain's transcriptionists are known for their meticulous approach, ensuring accuracy and precision in transcribing recordings. As your trusted partner for transcription needs, Datagain is dedicated to upholding standards of quality, security, and confidentiality, ensuring accurate and reliable transcriptions that transform audio recordings into valuable textual data for analysis and decision-making.

**CERTIFICATE OF INC, (PROFIT)**

Page 05

**DATAGAIN INC**

0400655726

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 04/30/2014 and was assigned identification number 0400655726. Following are the article&s that constitute its original certificate.

**1. Name:**

DATAGAIN INC

**2. Registered Agent:**

RISHI DARIRA

**3. Registered Office:**

709 MAINSAIL LANE  
SECAUCUS, NJ 07094

**4. Business Purpose:**

ALL THE LEGAL BUSINESS ACTIVITY ALLOWED UNDER THE LAW

**5. Stock:**

100

**6. Effective Date of this Filing is:**

04/30/2014

**7. Designation of Shares:**

100 COMMON SHARES OF DOLLAR 10 EACH

**8. First Board of Directors:**

RISHI DARIRA  
709 MAINSAIL LANE  
SECAUCUS, NJ 07094

**9. Incorporators:**

RISHI DARIRA  
709 MAINSAIL LANE  
SECAUCUS, NJ 07094

**10. Main Business Address:**

709 MAINSAIL LANE  
SECAUCUS, NJ 07094

**Signatures:**

RISHI DARIRA

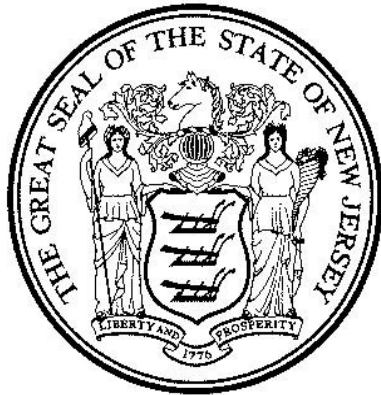
NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF INC, (PROFIT)**

Page 06

**DATAGAIN INC**

0400655726



Certification# 132085302

Verify this certificate at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed my  
Official Seal at Trenton, this  
30th day of April, 2014*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

*Andrew P Sidamon-Eristoff  
State Treasurer*



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

PHIL MURPHY  
Governor

TAHESHA WAY, ESQ.  
Lt. Governor

TRENTON, NJ 08625-026  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO  
State Treasurer

5-YEAR RECERTIFICATION

**APPROVED**

*under the*  
Small Business Set-Aside Act

This certificate acknowledges DATAGAIN INC as a Category 2 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect throughout the 5 year certification period, the business must submit annual verification statements attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted not more than 60 days prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.



A handwritten signature in black ink that reads "Peter Lowicki".

Peter Lowicki  
Deputy Director

Issued: 11/1/2023

Certification Number: A0418-28

\*Expiration: 11/1/2028

**\*As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.**



## State of New Jersey

PHIL MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

SHEILA OLIVER  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO  
*State Treasurer*

### AP P ROVED

Small Business Set-Aside Act and <sup>under the</sup> Minority and Women Certification Program

This certificate acknowledges DATAGAIN INC is a MBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior to the expiration date of this certification.



A handwritten signature in black ink that reads "Peter Lowicki".

Peter Lowicki  
Deputy Director

**Issued:** 1/11/2021  
**Certification Number:** 40127-38

**Expiration:** 1/11/2024

# Our Services

---

## Transcription Services

Video Transcription  
Audio Transcription  
Legal Transcription  
Medical Transcription  
Post-production Transcription  
Corporate Transcription

## Voiceover Services

We offer word-perfect multilingual voice-over services that allow your unique video content to make a lasting impact worldwide.

## Subtitling & Closed Captioning Services

## Translation Services

Education Translation  
Legal Translation  
Medical Translation  
Non Profit Translation  
Business Translation  
Government Translation

## Localization Services

Website Localization  
Software Localization  
App Localization

## Interpretation Services

Video Remote Interpretation  
Over-the-phone Interpretation



# Our Clients

## Government



## Healthcare



## Courts and Law enforcement





# Our Clients

## ➤ Research



## ➤ Education



## ➤ Non-profit Organizations





# Executive Summary

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## OVERVIEW

Data Gain is pleased to submit the bid for transcription services to the West Virginia Purchasing Division on behalf of the Unemployment Compensation Board of Review. Incorporated in 2014, Data Gain possesses five years of extensive experience in transcription services. As confirmation of our qualifications, we have included our certificate of incorporation on page 5 of this proposal. Additionally, we have detailed several past projects further in this proposal to substantiate our experience and capability in delivering high-quality transcription services.

## DESCRIPTION OF SERVICES

After the finalization of a contract, Datagain will deliver the services as outlined in this section. The scope of work that Datagain will provide is outlined below:

- Datagain will provide transcriptions of the digital recordings to the Board of Review in a format compatible with the Board of Review software, such as Microsoft Office Word 2016 or equal through electronic transmission through a secure server (VPN) or by email as an encrypted document. It shall be printed on 8" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting.
- Datagain will deliver projects within the designated time frames. Foreign language other than English transcriptions will normally be returned within 4 working days from receipt of the complete audio ad order. Datagain will further notify in writing if transcripts are delayed for any reason.
- Datagain will submit the transcriptions in Arial 12-point Font type and style and will include single spacing Questions and Answer format.
- Datagain will provide transcription with 1" margin on first page and thereafter will have header on line 5 leaving 5/8" margin at top from page 2. All pages of the transcript will have 1" margin on the right side.
- Datagain will provide hearing transcripts including the style of the case and appearances on page one and an Index of Direct, Cross, Redirect, Recross, etc. and exhibits on the second page. It will include a header with the claimant's name and case number in Arial 12-point font type bold capital letters/numbers.

# Executive Summary

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## DESCRIPTION OF SERVICES

- The transcripts shall have a header with the claimant's name and case number in Arial 12-point font type bold capital letters/numbers.
- 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.
- Hearing transcripts shall include an index of key words at the end of the transcript. Certification inclusive of the transcriber's name, signature, and the date of certification. These shall be included on last page of the transcript and not included in the billing of pages.
- Datagain will transcribe everything spoken on the audio file with highest level of accuracy.

# Our Approach

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## Detailed Plan of Work for Providing Transcription Services by Datagain

### ***Introduction:***

Upon being awarded the contract, Datagain is committed to delivering high-quality transcription services to the State of West Virginia. We have developed a detailed plan outlining our approach to ensure the successful and timely completion of this project.

### ***Proposed Plan:***

Upon the successful award of the contract, Datagain will promptly initiate the project with a well-structured approach:

**Step 1. Project Kick-Off Meeting:** Within the first week of contract approval, Datagain will schedule a project kick-off meeting involving key stakeholders and contract managers from both Datagain and the State of West Virginia. This meeting will serve the following purposes:

- Align our teams on project objectives, timelines, and expectations.
- Clarify roles and responsibilities.
- Discuss any specific requirements or preferences from the State of West Virginia.
- Commence the project initiation process, ensuring a smooth start.

**Step 2. File Management System:** To streamline the transcription workflow and ensure secure data management, Datagain will establish a complimentary account on our custom HIPAA-compliant cloud-based File Management system. This platform will facilitate:

- Seamless document uploads by the State of West Virginia team.
- Real-time transparency into transcription progress.
- Secure storage of all project-related documents.
- Easy retrieval of transcribed files and backups for data security.
- Enhanced collaboration capabilities, allowing for quick feedback and revisions.

Datagain has a robust file management system in place to ensure efficient and secure handling of all transcription tasks. However, we are flexible and fully prepared to use any file sharing system the State prefers. Additionally, we can deliver the final transcriptions via email, or through any other method specified by the State. We are committed to following any option that best suits the State's needs and preferences.

# Our Approach

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**Step 3. Dedicated Project Manager:** Datagain will assign a dedicated project manager who will serve as the singular point of contact for the State of West Virginia throughout the project's duration.

This project manager will play a crucial role in ensuring effective communication and project coordination, regular updates on the project's progression, timely responses to queries and concerns, and monitoring the quality of transcriptions. The project Manager will be coordinating with the transcription team and the State of West Virginia to address any specific requirements or adjustments.

**Step 4. Portal Training:** Within 1-2 business days following the project kick-off meeting, Datagain will provide comprehensive training on our portal to State of West Virginia personnel. This training will be tailored to ensure that State of West Virginia team members can proficiently utilize the portal for their transcription needs. Training will include the following aspects:

- Accessing and navigating the custom File Management system.
- Uploading audio recordings and related documents securely.
- Monitoring the progress of transcription tasks.
- Retrieving transcribed files and associated data.
- Troubleshooting common issues and inquiries.

**Step 5. Transcription Process:**

- Datagain will commence transcription work promptly upon receipt of audio recordings and related materials.
- Our team of experienced transcriptionists will transcribe the content accurately while adhering to the provided guidelines.
- Quality checks will be conducted to ensure the accuracy and completeness of the transcriptions.
- Completed transcriptions will be uploaded to the portal for review and retrieval by the State of West Virginia team.
- Any necessary revisions or clarifications will be addressed promptly to meet project requirements.

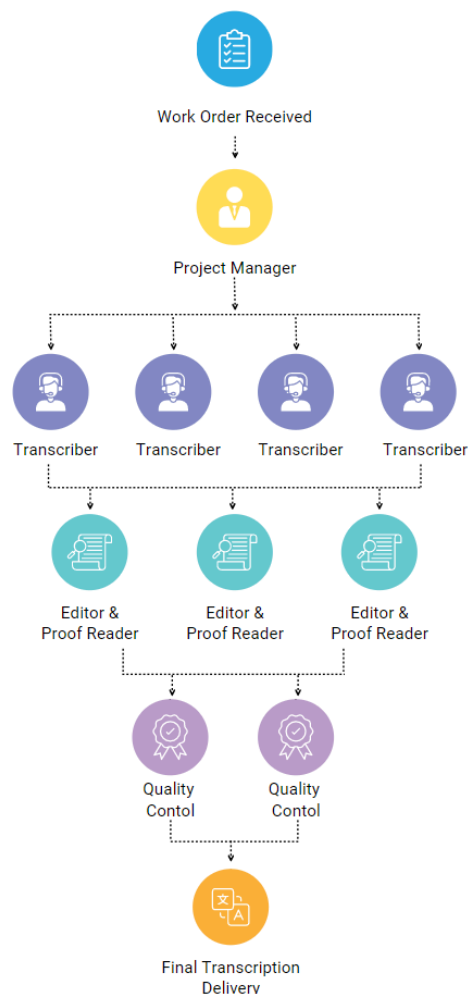
**Step 6. Ongoing Communication and Support:** Throughout the project, Datagain will maintain open lines of communication with the State of West Virginia. We will be readily available to address any questions, concerns, or additional needs that may arise, ensuring a collaborative and responsive partnership.

# Our Approach

**Step 7. Quality Assurance:** Datagain is committed to delivering high-quality transcriptions. We will implement a rigorous quality assurance process to ensure that all transcriptions meet or exceed the specified performance standards, including accurate identification of speakers and precise time stamps.

**Step 8. Timely Delivery:** Datagain will work diligently to meet all project milestones and deadlines as outlined in the contract. We understand the importance of timely delivery for the success of the State of West Virginia project. All Transcripts will be delivered in 4 business days upon submission of recordings.

Datagain is dedicated to ensuring the success of this project by providing efficient, secure, and high-quality transcription services. We are committed to exceeding the expectations of the State of West Virginia.



# Our Approach and FTP Process

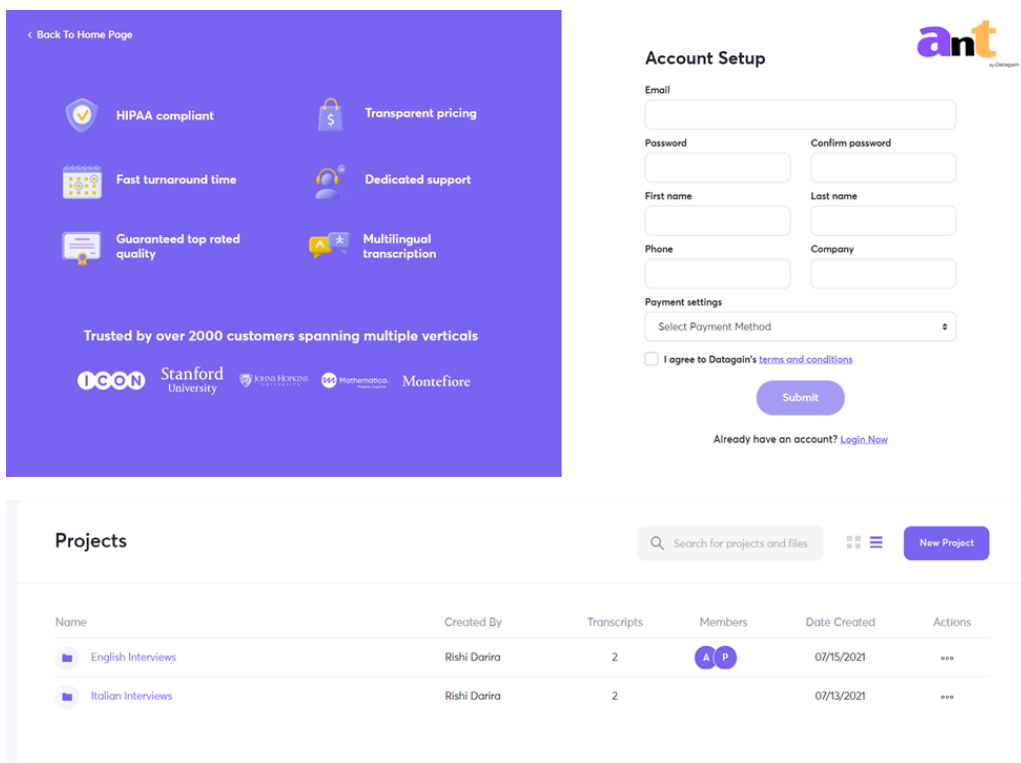
We have our interactive web portal-ANT. It is our custom built HIPAA-compliant cloud-based File Management system for secure file transfer.

We can receive data transfers for transcript request via email, FTP Download, or SharePoint. We can also download digital audio files from State's FTP or SharePoint site for each transcript order request that is processed.



## INTERACTIVE WEB PORTAL

### File Organization:

- Datagain's custom-built HIPAA-compliant SFTP portal for secure and encrypted file transfer.
- The State will receive a free account on our customized and secure file management system to specifically facilitate ongoing transcription projects.
- All files are encrypted during storage and transfer.
- An electronic library will be maintained for a period of six months.



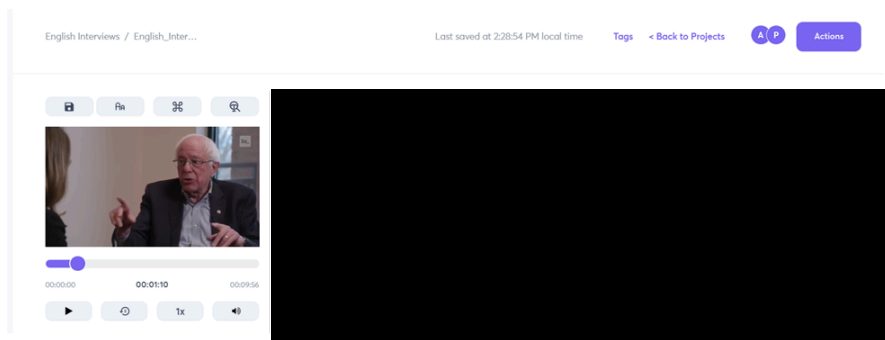
The image displays two screenshots of the ANT web portal. The top-left screenshot shows a landing page with a purple background, highlighting features like HIPAA compliance, transparent pricing, fast turnaround time, dedicated support, guaranteed top-rated quality, and multilingual transcription. It also mentions being trusted by over 2000 customers and lists logos for ICGN, Stanford University, Penn State, Mathematica, and Montefiore. The top-right screenshot shows the 'Account Setup' form, which includes fields for Email, Password, Confirm password, First name, Last name, Phone, and Company. It also has a 'Payment settings' section with a dropdown for 'Select Payment Method' and a checkbox for 'I agree to Datagain's terms and conditions'. A 'Submit' button is at the bottom, along with a link for 'Already have an account? Login Now'. The bottom screenshot shows the 'Projects' management interface, which includes a search bar and a table of projects.

Name	Created By	Transcripts	Members	Date Created	Actions
English Interviews	Rishi Darira	2	 	07/15/2021	...
Italian Interviews	Rishi Darira	2		07/13/2021	...

# Our Approach and FTP Process

## Optimized Workflow:

- Multiple members from the State team would have the ability to upload their recordings from a computer.
- As soon as your team uploads the recordings our teams receives an alert and they immediately start working on the transcriptions and translations.
- Our transcription team can work with all file types. State team will be able to send us audio and video files in any format without having to worry about conversion.
- State team would have the ability to monitor the file progress and review the status updates for each file if the file is being transcribed, proofread or completed.
- The State team will be able to download the completed transcripts from the account.



## ANT Datagain:

- Datagain utilizes a custom-built HIPAA compliant and web-based file management software.
- Datagain's entire transcription team has secure access to our management software. Our transcription team transcribes the digital files on our established file management system.
- The completed transcript is saved on the file management software in Microsoft Office .DOCX format.

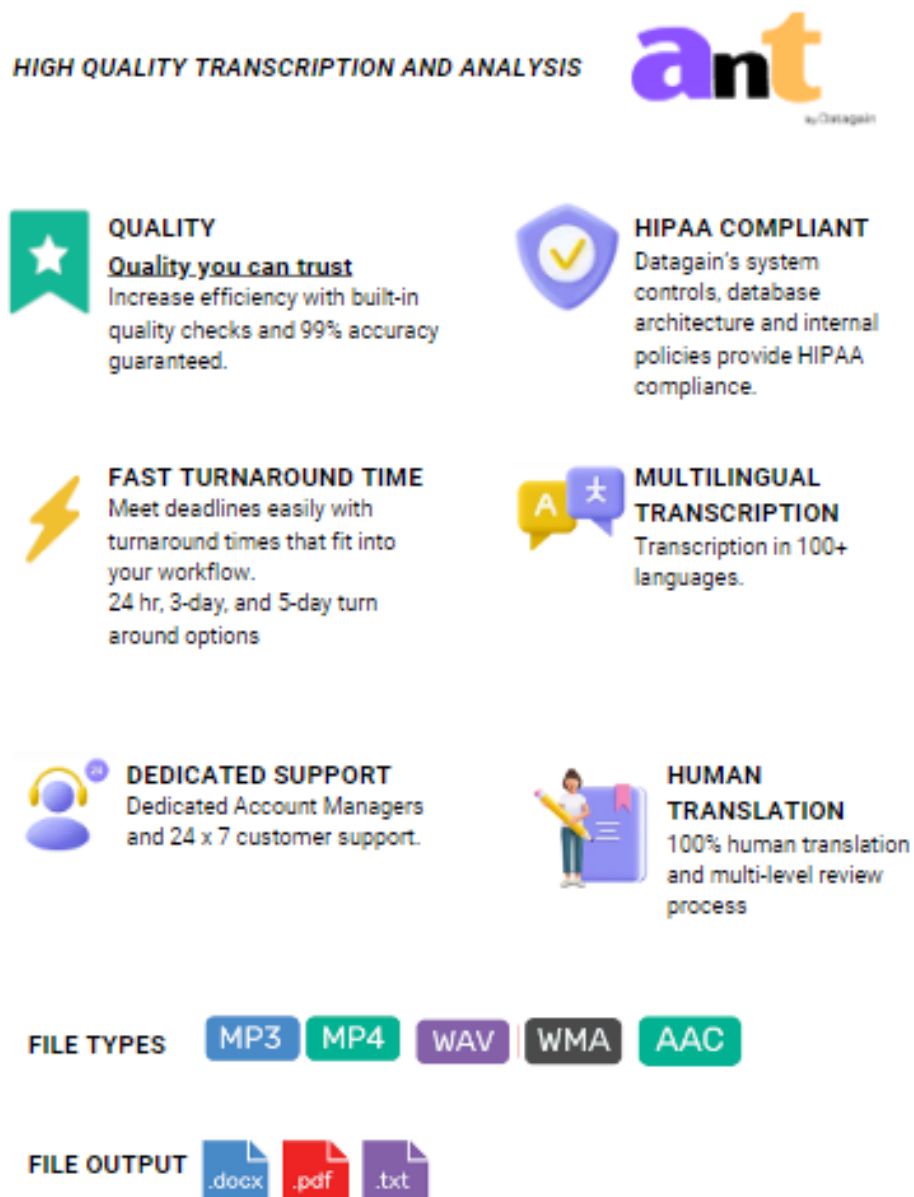
## No digital file size restrictions:

Our software has capability to accept and store file of any sizes which can range to over 24 hours. We have the capability to also accept larger video recordings.

# Our Approach and FTP Process

## Compatibility with a wide variety of recording equipment:

- We have experience working with digital files recorded on a wide variety of digital recorders, conferencing sound systems, and multichannel digital audio recording systems.
- We accept almost all types of Audio and Video recordings included and not limited to MP3, MP4, WAV, AAC, WMA, or AAC formats.
- We also have the capability to receive audio files in almost any format and then convert internally to MP3 and WAV files





# Project Timeline

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## Implementation - Week 1

15 - 21 July 2024

(assuming the July 15 as the project start date)



Datagain will setup the team and conduct a kick-off meeting with the Department team for knowledge transfer. Datagain will begin with internal training on the specifications, format and style guide.

## Account Setup -Week 1

22 July - 07 August 2024



Datagain will setup an account for the department on our secure HIPAA compliant platform- ANT. Multiple users can be added to the same account. Department users are trained, how to use our portal.

## File Transfer- Week

08 - 22 August 2024



Datagain can receive audio files via SFTP or email. The department will also have the ability to directly upload files on our portal. All files will be securely stored on our platform during transcription.

## Work Assignment - Week

22 August



Once the file is uploaded, the dedicated Project Manager will immediately assign the files to transcription team to begin transcription.

# Project Timeline

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## Execution - Week

22 - 24 August 2024



Audio files will be transcribed by a dedicated team of experienced transcribers as per turnaround time and style guide. Upon completion, the transcript will be reviewed in its entirety by a proofreader.

An independent QC team member will then review the transcript for adherence to formatting guidelines.



## Delivery- Week

25 August 2024



Upon completion of transcription, QC and adherence checks, the transcripts will be made available for download on our ANT portal. We will also transfer the final transcripts via preferred methods (Email or SFTP) of the Department.

# Team Composition



## Team Composition and Managing Volumes:

With an experienced in-house team of account coordinators and project managers, alongside a vast pool of highly qualified transcriptionists and cutting-edge technology, we are well-prepared to offer dependable and readily available transcription services. Our commitment to excellence is demonstrated through robust project planning at the inception of each engagement.

Upon thoroughly comprehending the specific requirements, to meet the demands of this project, we assembled a dedicated team of full-time staff, meticulously chosen for their expertise and proficiency in transcription. This team is equipped to comfortably manage the substantial volume of work within the defined timeframe. In addition, we maintain a separate, highly responsive team to handle emergency and rush requests, should any urgent situations arise.

We will have a team composition comprising of members available on-call for this project.

One (1) Project Director

One (1) Project Manager

Six (6) Senior Transcriptionists

Six (6) Editor and Proofreaders

Six (6) Quality Control Specialists

We can increase the number of dedicated Senior Transcriptionists if required, depending on the volume of work and/or turnaround time.

# Team Composition

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## Project Director:

- He will provide overall leadership and direction to the project team. Set strategic goals and ensure that the project aligns with the organization's objectives.
- The PD will monitor resource utilization and adjust plans as needed. He will also identify potential risks and develop strategies to mitigate them.
- Work with the project team to implement risk management plans and address issues as they arise.
- He will act as an escalation point for issues that cannot be resolved at lower project levels.
- Implement effective problem-solving strategies to overcome project challenges.

## Project Manager:

- Datagain will assign a dedicated Project Manager as a single point of contact for day-to-day communications.
- He will be responsible for assigning the transcription work as soon as files are uploaded on the portal and the delivery of transcripts.
- The Project Manager would be the liaison for issue resolutions.
- The Project Manager will be available to provide services via phone, email, and/or in person during business days.
- The Project Manager would contact the assigned contact person with any clarifications required before the transcription team starts working on any transcript.
- The Project Manager would be always available to the Department's team in case there are any queries or requests for correction and /or review.
- The Project Manager will promptly coordinate with the transcription team to address the issue immediately.
- The Project Manager will be responsible for assigning the transcription work as soon as files are received and coordinating with our internal teams.

## Senior Transcriptionists:

- Our certified and experienced transcription team will perform all transcriptions manually.
- Based on the expected volume, we have carefully selected six of our expert and experienced transcriptionists who will be dedicated to this account.
- It is critical to maintain a dedicated team to ensure consistency in the transcripts.
- The transcription team studies the supporting materials before commencing working on a transcript.

# Team Composition

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## Editor & Proofreader:

- Datagain will assign dedicated editors and proofreaders. Our proofreaders, who are experts in their respective languages, adjust the tone, context, and writing of the document so that it suits the source material.
- The proofreader ensures that the work is translated accurately. This can be anything from correcting spelling errors to confirming word choice.
- The initial translation will be placed into different file types, and to save time on correcting the completed files, editors make recommendations.
- The translations are now put through the process of implementation.
- Most of the text we translate belongs in various document types, meaning they need to be formatted and typeset to match the source files. The editing teams take care of these processes. Using computer-assisted editing tools, they place the translations into their respective formats.

## Quality Control Specialists:

- Once the transcription is completed, our two (2) quality control specialists will proofread the entire transcript to double-check the in-audible/in-discernible, grammar/punctuation, verbatim, cross-talks, acronyms, speaker labels, and other aspects.
- They would make any corrections if required and mark the transcript as ready for format review.
- Finally, the document would be reviewed from the formatting and typesetting aspect to ensure complete adherence to the style guide, if any.

# Team Composition

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## Our Team

### *Rishi Darira*

Rishi brings over 20 years of extensive experience as a Project Director, specializing in translation projects, customer insights, and project management. With a Master's Degree in Industrial Engineering and a proven track record at Datagain and Envirosell, he is well-equipped to serve as a single point of contact for clients, ensuring the successful coordination and delivery of projects.

Rishi's expertise extends to managing projects for Fortune 500 clients, demonstrating leadership in team management and project execution. Successfully managed translation projects at Datagain, contributing to the company's growth and client satisfaction.

### *Deborah Hoffman*

Deborah Hoffman, our Senior Transcriptionist and a distinguished United Citys Air Force Veteran, has been an integral part of Datagain since its inception in 2014.

With over 14 years of invaluable transcription experience, Deborah specializes in law enforcement and legal transcriptions, showcasing an unparalleled skill set in her field. Her role entails the meticulous review and proofreading of all transcripts, ensuring they meet rigorous internal performance standards and are ready for seamless delivery to our esteemed clients.

Deborah's commitment, coupled with her wealth of experience, contributes significantly to the high-quality transcription services Datagain is known for.

2024

### *Pinky Shinde*

Pinky Shinde, a seasoned Project Manager with 16 years of experience, holds a Bachelor's degree in Arts and an MBA in Marketing.

Over the past 9 years with the company, Pinky has demonstrated her commitment to excellence, showcasing expertise in orchestrating seamless workflows, ensuring timely project deliveries, and maintaining the highest quality standards.

Pinky is not only a dynamic leader with effective communication skills but also a strategic planner, consistently achieving successful project outcomes. Her long-standing tenure at Datagain is marked by numerous achievements, client satisfaction, and the development of efficient project management processes, making her a valuable asset to the organization.

### *Hannah Surprenant*

Hannah Surprenant, an experienced transcriptionist with over four years of experience, excels in accurately transcribing diverse audio content, from court transcripts to medical records and instructional materials.

With a keen eye for detail and a commitment to reliability, Hannah consistently delivers high-quality work promptly. Her proficiency in assessments related to proofreading, typing, and medical terminology highlights her expertise in the field.

Additionally, she demonstrates a strong understanding of medical terminologies, further enhancing her capabilities.

# Team Composition

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## Our Team

### *Delanie Shepherd*

Delanie is a highly skilled transcriptionist with a proven track record of success in various office settings. With a keen eye for detail and exceptional organizational skills, Delanie has consistently exceeded expectations by delivering accurate and timely results.

Her proficiency in legal terminology showcases her deep understanding of the field, ensuring precise transcription of critical information. Delanie's dedication to professional growth and commitment to upholding security and privacy protocols, including HIPAA and PII, sets her apart as a reliable asset to any team.

### *Veronica Sutton*

Veronica is a highly skilled and detail-oriented Transcriptionist with a solid five-year background in converting voice recordings and presentations into written form.

Her expertise lies in accurately transcribing legal documents, demonstrating proficiency in reviewing and editing drafts and translating legal terminologies.

She excels in maintaining exceptional judgment and reasoning skills, ensuring the highest quality in her work. Her dedication to precision and her ability to meet deadlines make her an invaluable asset in the field of transcription.



# Team Composition

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## Stephanie Rambo

Stephanie is a skilled professional with an associate degree in Paralegal from the National Paralegal College in Phoenix, AZ, and formal training in Court Reporting from Orleans Technical Institute in Philadelphia.

With over seven years of experience as a senior transcriptionist at Datagain, she has contributed to more than 30 successful high-volume projects, including transcribing board meetings, depositions, and legal hearings. Stephanie's commitment extends to her role as a member of Datagain's recruitment test review board, where she evaluates and selects new transcriptionists.

Additionally, she serves as an instructor, imparting company procedures and style guide formatting to ensure consistency and quality.

## Alexandra Morales

Alexandra, a graduate of English Literature, brings a wealth of experience spanning over 7 years in legal document preparation, editing, and bilingual English/Spanish transcriptions.

Her expertise extends to assisting with transcribing audio recordings, legal proceedings, and interpretation tasks, making her a valuable asset to our team.

## Jefferson Uy

Jefferson, an accomplished transcriptionist, brings a wealth of expertise to the field with extensive experience in various transcription formats, including legal documents, broadcast scripts, closed captioning, and subtitling.

Armed with a background in Electronics and Communications Engineering, he possesses a keen analytical mindset and attention to detail. Jefferson's proficiency extends beyond transcription, excelling in troubleshooting and providing technical support due to his strong technical background.

His versatile skill set includes expertise in data analytics, proofreading, and production management. Jeff is a detail-oriented professional who is not only adept in transcription services but also brings a unique blend of technical and creative skills to the table.

## Sue Ireland

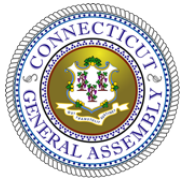
Sue holds a degree in Business Administration and is currently working toward a degree in Computer Science. With more than 5 years of transcript experience, she excels in transcribing minutes for committee and board meetings.

Her proficiency in MS Word allows her to create and tailor templates to meet specific client requirements with ease.



# Experience

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## Connecticut General Assembly



Kirstin L. Breiner



Legislative Office Building;  
300 Capitol Avenue; Rm  
5100; Hartford, CT 06106



(860) 240-0530

### Contract Objective (s)/ accomplishments:

Transcribing all House and Senate Regular Sessions, Special Sessions, Veto Sessions, Technical Sessions, Public Hearings, Listening Sessions, and any other proceedings as requested by the CGA. These recordings were received through the client's SFTP server and all transcripts were transcribed and formatted as per the template and the style guide provided by the client.

In year 2021 we provided transcription services to CGA for total 1296 hours and 302 files. While in 2022, for 896 hours and 172 files.

### Contract Starting and Ending Dates:

January 1, 2021 to December 31, 2023. Option to extend through December 2026.



## Superior Court of California, Court of Santa Clara



Jennifer Vigna



191 North First Street  
San Jose, California  
95113



(408) 8822753

### Contract Objective(s)/ accomplishments:

This project requires transcription in verbatim formatting of all legal proceedings. Two main types of proceedings are covered: Criminal and traffic hearings. Each recording is accompanied by a packet that provides details such as the Judge, Attorney, Claimant, and Defendant's names, Case No. Date and others.

Contract Starting and Ending Dates: May 25, 2020 to June 30, 2023. Option to extend through June 30, 2025.

# Experience

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The South Carolina  
Department of Corrections  
(SCDC)



**Myrtle deWerdt**

SC Department of  
Corrections



Attn: Purchasing  
Branch  
4530 Broad River Road  
Columbia SC 29210



(803) 896-8582

## **Contract Objective(s)/ accomplishments:**

Datagain transcribes and proofreads inmate disciplinary hearings for the SCDC Office of General Counsel.

The accuracy of these transcripts is vital as most of these disciplinary hearings are appealed to the South Carolina Administrative Law Court (ALC). Datagain provide these services, in accordance with strict deadlines set by the ALC.

**Contract Starting and Ending Dates:** This is a (1) year contract with the option to renew (4) additional (1) year renewal periods, which started in October 2022.



Department of Labor and  
Industrial Relations - State of  
Missouri



**Gloria Stegemann**

Division of Employment  
Security, Appeals  
Section, 421 East  
Dunklin Street,  
Jefferson City, Missouri  
65101



573-7516820

## **Contract Objective(s)/ accomplishments:**

Providing legal transcription of digitally recorded appeals hearing from the Department of Labor.

Placement of certain elements with pinpoint precision so that they show up accurately when processed through OCR software, was a challenge in this. Datagain created a template and locked in fields so that the data is not moved around.

**Contract Starting and Ending Dates:** First Contract February 2020 – March 2023.

Second Contract, April 2023 – March 2026.

# Experience

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**Region Legal Service Office Northwest,  
US Navy**



**Jennifer C. Harms**



**9620 Maryland Ave #201,  
Norfolk, VA 23511, USA**



**360-627-5919**

## **Contract Objective(s)/ accomplishments:**

Providing full verbatim accurate transcriptions of general courts-martial and special courts-martial, transcripts of testimony, recordings of interviews conducted by Naval Criminal Investigative Service, etc. in conformance with the format established by the Manual of Courts-Martial. Datagain has provided high-quality, high-accuracy transcripts of all recordings provided to us within the formatting specifications and turnaround times. Completed transcripts were returned via email in editable Word file format to the designated point of contact.

**Contract Starting and Ending Dates:** November 2021 to Ongoing



**Utah Department of  
Workforce Services  
(DWS) Division of  
Adjudications**



**John Bennett**



**720 S 200 E, Salt Lake  
City, UT 84111, United  
States**



**801-671-9977**

## **Contract Objective(s)/ accomplishments:**

Datagain is the secondary contractor for providing digital transcription services, for appeals hearings for the Utah Department of Workforce Services Adjudications Division (DWS).

The Division hears appeals for unemployment insurance, public assistance, and training services. Transcription services were required to document and transcribe the content of these hearings.

**Contract Starting and Ending Dates:** May 1, 2020 to August 24, 2023

# Experience

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**PERA- The State Of New Mexico**



**Patricia Winter**



**33 Plaza La Prensa,  
Santa Fe,  
NM 87507**



**505- 476 - 9305**

**Contract Objective(s)/ accomplishments:**  
Transcription of board meetings, audit and budget committee meetings, rules and administration committee meetings and Smart Save committee meetings.

The annual contract is approximately \$48,000.

**Contract Starting and Ending Dates:**  
June 19, 2020 to June 18, 2021. Option to extend up to period of three years.



**Office of Governor Phil Murphy: The State of New Jersey**



**Michael  
Zhadanovsky**



**44 S. Clinton Ave. Trenton,  
New Jersey 08625**



**609-815-1887**

**Contract Objective(s)/ accomplishments:**  
Transcription and recording services for ongoing press briefings and meetings held by Governor Phil Murphy including live transcriptions of interviews and press events. Datagain follows multiple style guides depending on the type of meeting. Datagain also works with several supporting documents provided by the Office of the Governor in identifying speakers from various organizations and press agencies.

**Contract Starting and Ending Dates:**  
March 2020 to Ongoing

# Client Testimonials

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Our track record speaks to our unwavering commitment to quality, timeliness, and fostering strong business relations. We pride ourselves on consistently delivering top-notch services that meet or exceed client expectations. Our dedication to precision and reliability has led to enduring business relationships, where client satisfaction is paramount.

Don't just take our word for it; our clients speak to the quality of our work. Here are a few testimonials from clients who have benefited from our expertise in transcription industry.

Datagain has evolved from a humble beginning into a respected player in the transcription services industry. Our dedication to quality, innovation, and global communication remains unwavering as we embrace the challenges and opportunities of an ever-changing world.



## Qualitative Research Transcription

Wheaton College



### Justine Stewart

Candidate, Doctor of Psychology

"The Customer Service is above par. With only a few weeks before the end of the fiscal year when our source of funding would run out, the Datagain team was in constant communication with us on progress. All the transcription was completed with days to spare no less"



## Transcription of Interviews

University of Oregon



### Dr. Erin Beck

Associate Professor of Political Science

"Very impressed with the quick turn-around and quality of the transcriptions!"

# Client Testimonials

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## Transcription of Healthcare Interviews

University of Colorado  
School of Medicine



**Lauren Meador**

Research Program Manager  
Department of Emergency  
Medicine

"Datagain's pricing is competitive, the results are outstanding, and the customer service is prompt and always helpful. Highly recommended!"



## Focus Group Interviews Transcription

Boston Medical Center



**Laura Fletcher**

Project Management  
Specialist

"Quick, accurate turnaround!"

# Client Onboarding



## 1 Contract Signing



Post-award a contract is signed with the client. A legally binding agreement between both parties. This includes key pricing and billing details.

## 2 Client Onboarding Questionnaire



Collecting all necessary business information such as address, phone number, and main point of contact is crucial before starting work with a client.

## 3 Project Kickoff



Once all information is collected, we initiate the project, assigning a dedicated team. A Kick-off meeting is scheduled, where the project team clearly communicates the next steps with the client.

## 4 Sign-up process



A free account is created on the customer's name on our portal. A product walkthrough takes our customers through the steps that they need to take in order to get set up and complete key tasks within our portal.

## 5 Project Completion



Upon completion, client receives alert email and they can directly download the transcripts/translations through our portal or the same will be emailed by the Project Manager.

## 6 Ongoing Support



We offer support and assistance as needed.



# Quality Control



## Monitoring of Key Performance Indicators :

Datagain will conduct an independent quality review of every translated document during the proofreading stage. All translations undergo content proofreading by our quality control specialists to inspect all process outputs to detect any quality variations. The proofreading will ensure all the translated information is correct. The proofreading shall also ensure that all final documents are complete.

After the translated document is reviewed for content quality, the editing and typesetting aspects are reviewed for strict adherence to the Style Guide requirements, if any. This quality review shall ensure that the translation provided is prepared by the Style Guide and the supporting documentation and is free of typographical errors.

## Satisfaction monitoring :

Datagain is committed to delivering exceptional products and services, has seamlessly integrated satisfaction monitoring into its comprehensive quality control process. Recognizing the significance of customer and employee satisfaction in maintaining a competitive edge, Datagain employs a multifaceted approach to gather insights. We routinely conducts customer surveys, leveraging both online platforms and direct interactions, to gauge satisfaction levels and identify areas for improvement. Datagain extends satisfaction monitoring to its internal stakeholders, conducting employee surveys to ensure a positive workplace culture. By intertwining satisfaction monitoring into their quality control framework, we exemplifies a commitment to continuous improvement, customer loyalty, and sustained success in a competitive market.





# Quality Control

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## Hiring skilled and experienced staff:

Quality assurance starts with our merit-based hiring policies. All our translators are proficient in legal terminologies and have a minimum of 5 years of experience and the necessary educational background to provide knowledge of terminologies.

Our translation team undergoes a comprehensive screening and testing process and has to successfully translate 20,000+ words before they are assigned an actual client project. We are committed to retaining our high-quality staff. Most of our staff have been with Datagain for over 5 years.

## Ongoing Staff Feedback and Training:

Ongoing staff feedback and training constitute a fundamental pillar of organizational development at Datagain. Understanding that a well-trained and motivated workforce is crucial for sustained success, We have established a dynamic system for continuous improvement. Regular feedback sessions are conducted with employees, fostering open communication channels for insights into job satisfaction, challenges, and professional growth opportunities. This two-way communication ensures that individual needs and concerns are addressed promptly.

Additionally, the company places a strong emphasis on ongoing training programs, equipping staff with the latest industry knowledge, technological advancements, and skills development. These training initiatives are tailored to align with both individual career aspirations and the evolving demands of the market.



# Security & Compliance

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Datagain builds services in accordance with security best practices, provides appropriate security features in those services, and documents how to use those features.



## PHYSICAL SECURITY :

Datagain has selected servers located in the United States for computing and storage of all data. The data centers are state of the art, utilizing innovative architectural and engineering approaches.

Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

## FIRE DETECTION AND SUPPRESSION :

Automatic fire detection and suppression equipment have been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms, and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.



## POWER :

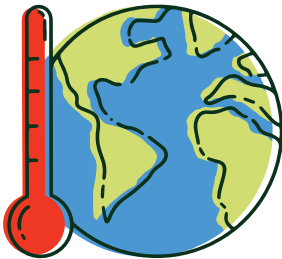
The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.

# Security & Compliance

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## MANAGEMENT :

Electrical, mechanical, and life support systems and equipment are monitored so that any issues are immediately identified. Preventative maintenance is performed to maintain the continued operability of equipment.



## CLIMATE AND TEMPERATURE :

Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.

## STORAGE DEVICE DECOMMISSIONING :

When a storage device has reached the end of its useful life, procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. The techniques used are detailed in DoD 5220.22- M ("National Industrial Security Program Operating Manual") or NIST 800-88 ("Guidelines for Media Sanitization") to destroy data as part of the decommissioning process. All decommissioned magnetic storage devices are degaussed and physically destroyed in accordance with industry-standard practices.



# Security & Compliance

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## NETWORK SECURITY



### SECURE NETWORK ARCHITECTURE:

Network devices, including firewall and other boundary devices, are in place to monitor and control communications at the external boundary of the network and at key internal boundaries within the network. These boundary devices employ rule sets, access control lists (ACL), and configurations to enforce the flow of information to specific information system services. ACLs, or traffic flow policies, are established on each managed interface, which manages and enforces the flow of traffic.

### SECURE ACCESS POINTS:

Limited number of access points to the cloud are strategically placed to allow for more comprehensive monitoring of inbound and outbound communications and network traffic. These customer access points are called API endpoints, and they allow secure HTTP access (HTTPS), which allows Datagain to establish a secure communication session with our storage or compute instances.

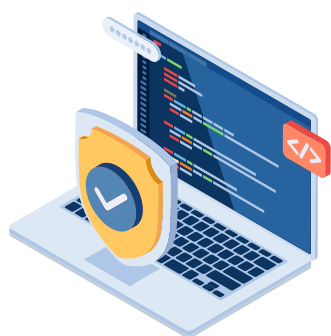


### SYSTEM SECURITY:

Datagain's system administrator manages our network's access permissions, manages security configuration, and updates the operating system.

# Security & Compliance

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## NETWORK MONITORING AND PROTECTION :

A wide variety of automated monitoring systems provide a high level of service performance and availability. Monitoring tools are designed to detect unusual or unauthorized activities and conditions at ingress and egress communication points. These tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts. The tools have the ability to set custom performance metrics thresholds for unusual activity.

Alarms are configured to automatically notify operations and management personnel when early warning thresholds are crossed on key operational metrics. An on-call schedule is used so personnel is always available to respond to operational issues.

## SECURITY STAFF :

Datagain conducts thorough background checks for all staff members, with a specific focus on individuals handling IT responsibilities. These checks encompass a detailed review of professional qualifications, previous work experience, and a rigorous evaluation of technical competencies.

Moreover, Datagain prioritizes the security of its operations by implementing comprehensive criminal background checks on all its staff. This stringent vetting process is designed to instill confidence in clients and stakeholders, ensuring that individuals entrusted with sensitive information have a clean legal record.



# Addressing Problems

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Our process for addressing any issues with accuracy or timeliness includes the following steps:

- **Quality Control Review:** Each transcript undergoes a rigorous quality control review by our senior transcriptionists before delivery to ensure accuracy and adherence to formatting standards.
- **Feedback Mechanism:** We have an established feedback mechanism where any discrepancies or issues reported by the State are immediately logged and reviewed by our quality assurance team.
- **Correction and Verification:** Upon identification of any errors, the transcript is promptly corrected and re-verified to meet the required standards of accuracy.
- **Timeliness Monitoring:** Our project managers monitor all deadlines closely using project management software to ensure timely delivery. In case of any potential delays, we proactively communicate with the State to provide updates and take corrective measures.
- **Continuous Improvement:** We conduct regular training sessions for our transcriptionists to keep them updated on best practices and to minimize the likelihood of errors.
- **Dedicated Support:** Our dedicated support team is available during regular business hours to address any urgent issues or concerns related to transcription services.

These measures ensure that any problems with accuracy or timeliness are swiftly addressed to maintain the quality and reliability of our services.

# Retention Procedures

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Datagain Inc. is dedicated to ensuring the secure and systematic retention of all transcripts. Our retention procedures are designed to meet legal requirements and uphold the highest standards of data security and confidentiality. The following outlines our retention procedures:

- **Electronic Storage:** All completed transcripts are securely stored in our HIPAA-compliant data management portal. The portal utilizes federal-grade secure AWS GovCloud for data storage, ensuring the highest level of security.
- **Retention Duration:** Transcripts are retained electronically for a minimum of six months, in compliance with standard legal requirements. Longer retention periods can be arranged based on specific client needs or regulatory requirements.
- **Backup and Redundancy:** We perform regular backups of all stored transcripts to prevent data loss. These backups are encrypted and stored in multiple locations to ensure redundancy and data integrity.
- **Access Control:** Access to stored transcripts is restricted to authorized personnel only. We use robust access control measures, including multi-factor authentication, to prevent unauthorized access.
- **Secure Deletion:** Upon expiration of the retention period or at the client's request, transcripts are securely deleted using industry-standard data destruction methods to ensure that no recoverable traces remain.

These procedures ensure that all transcripts are securely retained and managed in compliance with legal and contractual obligations.

# Pricing Options

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We are pleased to provide you with the following pricing proposal, which includes a comprehensive set of features to ensure the accuracy and quality of your transcriptions. This pricing is valid for a period of 90 days from the date of submission.

## Service Inclusions:

- Manual Transcription by Expert Team.
- Timestamps
- Proofreading
- Redaction of Personally Identifiable Information (PII)
- Formatting as mentioned in the RFP document.

Process	Quantity per month	Rate per page
English Audio Delivering English Transcript	2000 pages	\$0.90
TOTAL		\$1800





# Contact Us



**Website**

[www.datagainservices.com](http://www.datagainservices.com)



**Phone**

+(201) 598-1767



**E-mail**

[rishi@datagainservices.com](mailto:rishi@datagainservices.com)



**HQ address**

1 Creekside Court, Secaucus,  
New Jersey, 07094



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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

<b>Proc Folder:</b> 1432458			<b>Reason for Modification:</b>
<b>Doc Description:</b> Transcription Services, Legal and Medical			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-05-21	2024-06-12 13:30	CRFQ 0323 WWV2400000010	1

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:** VS0000038591  
**Vendor Name :** Datagain Inc.  
**Address :** 1 Creekside court, Secaucus, New Jersey, 07094  
**Street :**  
**City :**  
**State :** New Jersey **Country :** United States **Zip :** 07094  
**Principal Contact :** (201) 598-1767  
**Vendor Contact Phone:** (201) 598-1767 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor  
Signature X Datagain Inc.

465535772

FEIN#

DATE 11- June- 2024

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish an open-end contract for Transcription Services per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO	SHIP TO
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US	WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Transcription Services, Legal and Medical	2000.00000	PAGE	\$0.90	\$1,800.00

Comm Code	Manufacturer	Specification	Model #
82111603	NA		

**Extended Description:**  
 Estimated quantity of 2,000 is per month based on usage. Please enter price per page based on estimated quantity

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by June 5th, 2024 at 10:00am ET	2024-06-05

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

[ ] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”



**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

[ ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

[ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**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.

(Printed Name and Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

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

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

\_\_\_\_\_  
(Company)

 \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative) (Date)

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

REQUEST FOR QUOTATION  
Transcription Services

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Unemployment Compensation Board of Review to establish a contract for transcription services.
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 Services”** means the list of items identified in Section 4.1 below as more fully described in these specifications.
  - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Five (5) years of transcription services.
  - 3.2. Confirmation of experience will be required prior to award.
4. **MANDATORY REQUIREMENTS:**
  - 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1 **Hearing Transcriptions**
      - 4.1.1.1 Vendors will transcribe hearings from digital recordings.
      - 4.1.1.2 Transcripts shall be electronically mailed to the Board of Review in a format compatible with the Board of Review software, such as Microsoft Office Word 2016 or equal.



REQUEST FOR QUOTATION  
Transcription Services

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**4.1.1.3** Typed transcripts shall be electronically mailed to the Board of Review for printing within four working days of receiving the dictation. For example, a hearing sent for dictating at 4:30 p.m. on Monday must be transcribed and returned to the Board of Review no later than 4:30 p.m. on Friday. The agency must be notified in writing if transcripts are delayed for any reason.

**4.1.1.4** Transcripts electronically mailed shall be transferred via a secure Virtual Private Network (VPN) or by email as an encrypted document.

**4.1.2 Hearing Transcriptions Format Requirements (Exhibit A)**

**4.1.2.1** The first page of the transcript shall have 1" margins.

**4.1.2.2** 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 the right side.

**4.1.2.3** Transcripts shall include single spacing Questions and Answer format.

**4.1.2.4** Transcripts shall include Arial 12-point Font type and size.

**4.1.2.5** Hearing transcripts shall include the style of the case and appearances on page one.

**4.1.2.6** Hearing transcripts shall include an Index of Direct, Cross, Redirect, Recross, etc. and exhibits on the second page.

**4.1.2.7** Certification shall be included on last page of transcript and not included in the billing of pages. Certification must include the transcriber's name, signature, and the date of certification.

**4.1.2.8** Hearing transcripts shall include a header with the claimant's name and case number in Arial 12-point font type bold capital letters/numbers.

**4.1.2.9** 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.

**4.1.2.10** Hearing transcripts shall include an index of key words at the end of the transcript.

REQUEST FOR QUOTATION  
Transcription Services

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**4.1.2.11** 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 2016 or equal.

**5 CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost.

**6 PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7 PAYMENT:** Agency shall pay per page, for all Contract Services performed and accepted under this Contract. The vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8 TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**9 VENDOR DEFAULT:**

**9.1** The following shall be considered a vendor default under this Contract.

**9.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.

**9.1.2** Failure to comply with other specifications and requirements contained herein.

**9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION  
Transcription Services

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9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to the Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

**10 MISCELLANEOUS:**

**10.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Rishi Dariza  
Telephone Number: (201) 598-1767  
Fax Number: (201) 598 - 1767  
Email Address: proposals@datagainservices.com

## 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. 111<sup>th</sup> 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/agencyl.html](http://www.state.wv.us/admin/purchase/vrc/agencyl.html) and,



unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto: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 WI

Signature: Scott Ad

Title: Acting Commissioner

Date: 05-10-24

Name of Associate: Rishi Darira

Signature: Rishi Darira

Title: President

Date: June 11, 2024

Form - WVBAA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 25  
Patrick Morrissey  
Attorney General  
BY [Signature]

## 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: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

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

# Exhibit A

# Hearing Transcript

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INDEX

IN THE MATTER OF: )

[REDACTED] )

) CASE NO. [REDACTED]

EMPLOYER: )

[REDACTED] )

)

)

AT: CHARLESTON, WEST VIRGINIA

DATE: [REDACTED]

BEFORE: [REDACTED]

ADMINISTRATIVE LAW JUDGE

BOARD OF REVIEW

WORKFORCE West Virginia

APPEARANCES:

[REDACTED]

TRANSCRIBED BY: [REDACTED]

[REDACTED]

[REDACTED]

## TESTIMONY

WITNESS

[REDACTED]

EXAMINED BY

JUDGE [REDACTED]

PAGE

12

## EXHIBITS

[REDACTED] EXHIBIT 1 ..... 6

[REDACTED] EXHIBIT 2 ..... 6

EMPLOYER EXHIBIT 1 ..... 20

\* ALL EXHIBITS LOCATED AT END OF  
TRANSCRIPT\*

[REDACTED]

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JUDGE: Good morning.

This hearing will be recorded. We're on the record. Today is [REDACTED] the [REDACTED] This hearing is being conducted telephonically.

My name is [REDACTED] I'm the Administrative Law Judge assigned to hear this case and write a decision in regard to whether the Claimant will receive unemployment compensation benefits.

This is Claim Number [REDACTED] The Claimant is [REDACTED] who is not present. This hearing was scheduled to begin at 11:00 a.m. It's not 11:06 a.m. The Claimant was advised by the Notice of Hearing to contact the Board of Review and provide a contact telephone number in order to participate in this hearing. He's failed to do so. We; therefore, will proceed without the Claimant being present.

The Employer is [REDACTED]

[REDACTED]

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[REDACTED] who appears by phone. The Employer Representative is [REDACTED]

[REDACTED] any other witnesses or representation on behalf of the Employer today?

MS. [REDACTED] No, Sir.

JUDGE: Does the Employer continue to receive its mail in regard to these matters [REDACTED]

MS. [REDACTED] Yes, Sir, that's correct.

JUDGE: Thank you.

There's no appearance by WorkForce West Virginia or the Local Office.

This involves the Employer's appeal from the Deputy's Decision of [REDACTED] finding that the Claimant was discharged but not for misconduct and was not disqualified from receiving benefits.

The purpose of today's hearing is to provide the parties with an impartial,

[REDACTED]

5  
full and fair hearing on the appeal taken from the Deputy's benefit determination and Decision and to review the legal correctness of that determination and Decision.

██████████, you're the only one present. Please raise your right hand and be sworn. Do you solemnly swear or affirm that in the matter now in hearing you will speak the truth, the whole truth and nothing but the truth?

MS. ██████████ Yes, Sir.

JUDGE:

Ms. ██████████

responded in the affirmative. Ma'am, at this point I have marked two documents. There are a number of other documents in my file which we'll deal with during the course of the hearing. At this point; however, we're dealing with only two, the first of which is the Deputy's Decision. It's marked as ██████████ Exhibit Number 1. The second document, which I've marked as ██████████ Exhibit Number 2 is a fact-finding

6  
report. This document appears to bear the Claimant's signature in the lower left hand corner. It's dated ██████████

Have you had an opportunity to review these two documents, Ms. ██████████

MS. ██████████ Yes, Sir.

JUDGE: Do you have an objection to the admission of either one into the record?

MS. ██████████ No.

JUDGE: There being no objection, ██████████ Exhibits 1 and 2 are admitted.

(WHEREUPON, the documents referred to were marked as ██████████ Exhibits 1 and 2 and received as evidence.)

JUDGE: Based upon these documents, it appears there may be some issue or controversy regarding the basis for the Claimant's separation from employment.

██████████ I'm going to advise you

7  
of two separate issues then that may arise during the course of this hearing and the law relating to each one.

MS. ██████████ Okay.

JUDGE:

If the Claimant

was discharged, the issue to be decided is whether the Claimant was discharged for misconduct and if so, whether the misconduct which resulted in the Claimant's discharge was simple or gross misconduct.

If the Claimant was discharged but not for misconduct, he's not disqualified from receiving benefits.

If the Claimant was discharged for simple misconduct, he's disqualified from receiving benefits for the week in which he was discharged and a six week period thereafter.

If the Claimant was discharged for gross misconduct, he's disqualified from receiving benefits until he returns to covered employment and has been employed therein at least 30

8  
working days.

In such a case, the Employer has the burden of proving misconduct and would present evidence first followed by the Claimant if the Claimant were present. The Employer will be the only party to introduce evidence today should it chose to do so because the Employer is the only party present.

If; however, the Claimant quit his employment, the issue to be decided is whether the Claimant quit his employment for reasons involving fault on the part of the Employer or whether the Claimant quit his employment for cause which is good cause for quitting his employment.

If the Claimant quit his employment for cause involving fault on the part of the Employer, he's not disqualified from receiving benefits.

If the Claimant quit his employment for personal reasons not involving fault on the part of the Employer, he

is disqualified from receiving those benefits.

In such a case, the Employer has the- I'm sorry. The Claimant has the burden of proof and would introduce evidence first followed by the Employer if the Claimant were present.

Regardless of the basis for the Claimant's separation from employment, during the course of this hearing, each party has a right to introduce sworn testimony, to call witnesses and question those witnesses and to introduce relevant written documentation.

Each party, in the appropriate case, which will not occur today because the Employer is the only party present, would have a right to cross examine the adverse party and any witnesses called on behalf of the adverse party.

You'll be allowed to testify, Ms. Allen, but would not have been able to question witnesses or the Claimant on [REDACTED]

cross examination directly. You could have asked those questions through me. Otherwise, that would have constituted the unauthorized practice of law.

MS. [REDACTED] Okay.

JUDGE: At the conclusion of this hearing, each party will receive a written decision within approximately three weeks.

MS. [REDACTED] do you now have any questions regarding the issue or issues I am to decide or procedure we will follow today?

MS. [REDACTED] No, Your Honor.

JUDGE: Alright, ma'am, was the Claimant employed by the Employer as a Caregiver at the time of his separation from employment?

MS. [REDACTED] Yes, Sir.

JUDGE: Had he been in-

MS. [REDACTED] The title was Direct Support Professional.

JUDGE: Okay, and had he been employed by the Employer from [REDACTED]

[REDACTED] to [REDACTED] or on or about that date?

MS. [REDACTED] Yes, Sir.

JUDGE: Was he earning [REDACTED] at the time of his separation from employment?

MS. [REDACTED] Yes, Sir.

JUDGE: And approximately how many hours a week was he working?

MS. [REDACTED] He was 35- about 35 hours a week.

JUDGE: And what is the Employer's business?

MS. [REDACTED] We provide managed care services and home services to individuals with special needs under the Title 19 Waiver Program for the state.

JUDGE: Was the Claimant discharged or did he quit?

MS. [REDACTED] He was actually not discharged until we got the notification that he definitely wasn't coming back. He had sat in the system- [REDACTED]

JUDGE: Okay, hold on just a moment.

MS. [REDACTED] -until-

JUDGE: Hold on just a moment. Ma'am, I just need to- I just- Initially, I just need to know what happened.

WHEREUPON,

[REDACTED] called as a witness, being first duly sworn to tell the truth, testified as follows:

EXAMINATION

BY JUDGE:

Q Why don't you just give me the facts that led to his separation from employment?

A Okay, he was a no-call no-show. He had been a no-call no-show for his shift and the Supervisor-

Q When? When? When? When? When?

A That was on- Wait a second till I find it. That was on [REDACTED] was the start shift was.

Q [REDACTED] [REDACTED]



A Yes.

Q Okay, then what happened?

A So his Supervisor tried to contact him at that point. There was no returned call for [REDACTED]. He, of course, the shifts were covered at that point. He did contact the Supervisor back I think like a month later and he wanted to go back to shift.

His Supervisor told him he was going to have to come in for a disciplinary action for the no-call no-show and scheduled a meeting for him to come in in March. He did not appear for the meeting. There were-

Q What day in [REDACTED] was the meeting set for, ma'am?

A It- Let me look here. I'm sorry, Your Honor. I don't know the exact date of that meeting. I'm working from the Supervisor's notes.

Q Alright.

A And he just says [REDACTED].

Q Alright, then, you got a meeting set for sometime in [REDACTED] and then what happened?

A [REDACTED] did not show up for that meeting. He was then contacted again on- and I believe the Supervisor submitted those documents- We contacted him for months afterwards throughout the year. There's a-

Q You did what, ma'am? I'm sorry. I didn't understand what you said.

A Okay, there were contacts made again all the way into June when they were pursuing a job abandonment status for him because he had still not been in contact and was in the system.

Q Well, okay, ma'am-

A There was a-

Q Ma'am, just a moment. You said contacts were made. Who contacted who?

A Our Supervisor, [REDACTED] with a witness [REDACTED]. They're both Supervisors over that caseload that he was working on. One of- [REDACTED] is [REDACTED].

Program Director and [REDACTED] is Program Coordinator.

Q And what did they do and when did they do it, ma'am?

A They submitted records of contact where they had contacted him on [REDACTED] and left a message and asked for a call back to- They had other shifts available at that time even though they had filled his shift. Before they took him out of the system, we tried-

Q Well, ma'am, did he come back- Did he come back to work?

A No, he just never came back at all.

Q So, let me make sure I understand what you're telling me.

A Okay,

Q And then we'll go on. The Claimant didn't appear for work on [REDACTED]. He didn't call. He didn't ever show up. He didn't make any contact with the Employer or any Supervisor for a month. You set an [REDACTED].

appointment up in [REDACTED] for him to come in. He doesn't come in. You then continued to contact him through June.

I guess my question is if he didn't show up in [REDACTED], why did you continue to try to contact him?

A It's a good question. We have a job abandonment process and then in order to actually remove somebody from the system, we have to go through a level of H.R. processes. Immediately, if somebody doesn't show up to work, we cannot assume a job abandonment just in case they were in the hospital or in some kind of an emergency situation where they were unable to contact us, so there's usually a period of time there that we have to wait regardless to try to get in contact with them. It's usually three weeks to a month before we can even start that job abandonment process.

In that time, [REDACTED] did contact them, like I said, about a month later [REDACTED].



and wanted to go back to his shift and that's when he was told that his last issue was a no-call no-show. He had no good reason for it so he was going to have to come in for a disciplinary action final warning, so forth for that issue and then again, he never came in for that.

So the job abandonment was never processed until they started back up in June. He was still seen in the system and in order to remove him from the system, they had to contact him and try to make three consecutive attempts to contact him and show, again, that he was not contacting anybody back.

Q Okay, is that the Employer's policy that after three attempts to contact someone to have them come in, that that's considered job abandonment and then they quit?

A Yes, it is approved by- It is our policy and our business practice and it's typically done quicker than that

[REDACTED]

far down the road, but he was still in the system. We had had some turnover and he was still in the system so they were trying to still again in June to contact him.

Q And then what happened?

A He never returned the calls. Never came back in. There was a change in our H.R.- our Human Resource position. He was- with job abandonment, so several of the- did not get processed. The information was there but it didn't actually get processed for the system so when we got the notification from Unemployment that he had gone to Unemployment, we were- and it wasn't until February 16th that we actually processed him of coming out of the system because-

Q Was he actually discharged then, ma'am, or was he just removed from the system?

A He was just removed from the system. He was still in the system

[REDACTED]

until [REDACTED] and had he returned our calls or made any efforts to follow-up with our disciplinary action for the initial no-call no-show, he would not have had to go back through the hiring process and he would have still been able to return to a shift.

JUDGE: Alright, just a moment. Alright, I have a number of documents, ma'am. Listen carefully. I'd like to mark these documents collectively.

MS. [REDACTED] Okay.

JUDGE: The first one is an [REDACTED] Record of Discussion Form relating to he took \$6 from a participant for use in gas. The next document is a Corrective Action Plan of- it looks like [REDACTED] failed to complete documentation. The next document is a [REDACTED] Corrective Action Plan no call in to Supervisor for multiple times being late. The next document is a timecard from

[REDACTED]

[REDACTED] to [REDACTED] and one- another timecard [REDACTED] to [REDACTED] and [REDACTED] to [REDACTED]. There's a [REDACTED] Corrective Action Form to attendance and punctuality. I don't know what this relates to. The next documents are three records of contact all from a- someone- last name [REDACTED] one [REDACTED] one [REDACTED] one [REDACTED] and Employment Action Form, which is the last document.

Do you wish to introduce all these documents, ma'am?

MS. [REDACTED] Yes.

JUDGE: Okay, they consist of one, two, three, four, five, six, seven, eight, nine, ten, eleven pages. I'm going to mark them as Employer's Exhibit Number 1 and admit them as eleven pages.

(WHEREUPON, the document referred to was marked as Employer's Exhibit 1 and received as evidence.)

[REDACTED]

BY JUDGE:

Q Was there work available for the Claimant during this period of time, ma'am?

A Yes, Sir.

Q Okay, and the last- What was the last day he worked?

A The last day he actually worked was [REDACTED]

Q And that's when he was a- Okay, he was a no-call no-show from [REDACTED] Right?

A Yes.

Q Okay, and the three attempts to call the Claimant were [REDACTED] and [REDACTED] and that would-

A Yes.

Q That would be for the Employer's Job Abandonment Policy.

A Yes, that's correct.

Q Alright, anything else you'd like to tell me? Anything else, ma'am?

A And there is a good possibility- I want to make sure I didn't miss say [REDACTED]

this. Our policy is during nonconsecutive business days- and so there's a good- where we had a change in H.R. C and B develop or three consecutive business days. That's probably the reason the job abandonment did not go through at that time. They're back to back days.

Q Yeah, okay. Anything else?

A Only that this notification came through also with three other employees that were relatives- a family relationship of some sort and they all came and filed the same day. I don't know how relevant that is but just knowing the employees, they all came down the same day and filed the-

Q Okay, alright, anything further, ma'am?

A No, Sir, I believe that's all.

JUDGE: Alright, that being the case, that will conclude this hearing. Each party will receive a written decision in approximately three [REDACTED]

weeks. Thank you for attending today, [REDACTED] Have a nice day.

MS. [REDACTED] Thank you. You too, Sir.

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I hereby certify that the foregoing testimony was taken from a recorded tape and transcribed into the English language to the best of my skill and ability.

This the [REDACTED] of [REDACTED]  
[REDACTED]