



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

Solicitation

NUMBER
WWV14127

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

*Sargent's Court Reporting
210 Main Street
Johnstown, PA 15901*

WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

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

DATE PRINTED
08/28/2013

BID OPENING DATE: 09/26/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR A "OPEN-END" CONTRACT TO PROVIDE TRANSCRIPTION SERVICES OF HEARINGS CONDUCTED BY THE "BOARD OF REVIEW" PER THE ATTACHED SPECIFICATIONS AND TERMS & CONDITIONS.						
0001	30,000	EA		961-72	See pricing	page
				TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR		
0002	7,000	EA		961-72	See pricing	page
				TRANSCRIBING TELEPHONE DICTATION		
0003	20,000	EA		961-72	See pricing	page
				TYPING OF DECISIONS/ORDERS		
10/31/13 10:04:54 AM West Virginia Purchasing Division						

SIGNATURE <i>Shirley Bryant</i>	TELEPHONE 814-536-8908	DATE 10/30/13
TITLE President	FAX 25-1794603	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
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2

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	300,000	EA		961-72		
	DOCUMENTATION COPYING			(EXTRA COPIES OF TRANSCRIPTS)	See pricing page	
***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL:						See pricing page

SIGNATURE	<i>Sheldon Bryant</i>	TELEPHONE	814-536-8908	DATE	10/30/13
TITLE	President	FEIN	25-1794603	ADDRESS CHANGES TO BE NOTED ABOVE	

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



SARGENT'S COURT REPORTING SERVICE, INC

210 Main Street
Johnstown, PA 15901

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

Response to Request for Quotation
WWV14127 for Transcription Services

Transcription Services to be supplied to Workforce
West Virginia

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General History and Experience:

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

Through hard work and consistent superior performance, The Sargent's Group has grown to include 18 offices spread throughout Pennsylvania, West Virginia, Kentucky and Maryland, with our corporate headquarters being located at 210 Main Street, Johnstown, PA 15901. This has allowed us to become the leading court reporting/transcription firm in Pennsylvania as well as a top reporting firm in the country.

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

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

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

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

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

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for transcription services of hearings conducted by the Board of Review and decisions resulting from those hearings.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1. **"Contract Item" or "Contract Items"** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2. **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3. **"RFQ"** means the official request for quotation published by the Purchasing Division and identified at WWV14127.

3. GENERAL REQUIREMENTS:

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

3.1.1. Hearing Transcriptions

- 3.1.1.1. The first page of the transcript shall have 1" margin.
- 3.1.1.2. All subsequent pages of the transcripts shall have header on line 5 leaving 5/8" margin at top. All pages of the transcript shall have 1" margin on left and 5/8" margin on the right side.
- 3.1.1.3. Transcripts shall include single spacing Questions and Answer format.
- 3.1.1.4. Transcripts shall include Arial 12 point Font type and size.
- 3.1.1.5. Transcripts shall include Index of Direct, Cross, Redirect, Re-Cross, etc. on the second page.
- 3.1.1.6. Certification shall be included on last page of transcript
- 3.1.1.7. Transcript shall include header with claimant name and claim number.

- 3.1.1.8. The first typing line on all transcripts shall be on line 8 on all pages after first and end on line 59 leaving 51 typing lines per page.
- 3.1.1.9. Transcripts shall include Index of key words at the end of the transcript.
- 3.1.1.10. The completed transcripts shall be printed on 8" by 11", 20#, White Bond as "mini pages" using four-to-a-page formatting compatible with MS Word 2007.
- 3.1.1.11. The first page of the Board of Review Decisions/Orders shall have a 1" margin at the top.
- 3.1.1.12. All subsequent pages of the Board of Review Decisions/Orders shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the right-hand side of each page.
- 3.1.1.13. Board of Review Decisions/Orders shall be single spaced with appropriate paragraphing.
- 3.1.1.14. Board of Review Decisions/Orders shall include Arial 12 point Font type and size.
- 3.1.1.15. The first typing line on page 1 of all Board of Review Decisions/Orders shall be on line "7" and shall end at approximately "59", for 52 typing lines on page 1.
- 3.1.1.16. All subsequent pages of Board of Review Decisions/Orders shall begin on line "8" and end approximately on line "59" leaving 51 typing lines per page.
- 3.1.1.17. The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to Sargent's for insertion into the decision/orders. The Board of Review will update and change the preformatted language as necessary.
- 3.1.1.18. Sargents' will provide toll-free receipt of the dictation of the decisions/orders by employees of the Board of Review.
- 3.1.1.19. Sargent's has the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. Sargent's current system operates on a 24x7 continuous cycle and can accept dictation anytime via a toll-free phone number. Sargent's currently has staff operating 24x7 and are available for any issues. If the demands outweigh the ports, we can and certainly will add lines to our system to accommodate. Each dictator will be assigned a unique log-in

number. Upon receipt of the contract, Sargent's will provide detailed written instructions to WorkForce West Virginia.

- 3.1.1.20. Sargent's will transcribe decisions/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If Sargent's equipment malfunctions, the equipment must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U.S. Mail to Sargent's at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Board of Review.
- 3.1.1.21. Sargent's will be available for in-person pick-up of cassettes each day by 5:00 P.M. The pick-up location will be in the Charleston, West Virginia area.
- 3.1.1.22. Decisions/transcripts will be electronically mailed to the Board of Review in a format compatible with the Board of Review software, such as Word 2007.
- 3.1.1.23. Sargent's will electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office within two working days (48 hours) of receiving the dictation. For example, a decision dictated by 5:00 P.M. on Friday must be transcribed and returned to the Board of Review no later than 5:00 P.M. on Tuesday.
- 3.1.1.24. All information that is transferred from Sargent's will be transferred via a secure Virtual Private Network (VPN). Any and all data that is to be transmitted via email will be done so as an encrypted document. This allows for only the intended recipient to have the "key" to access the documents. Sargent's will perform the dictation in the order the Board of Review requires.
- 3.1.1.25. Sargent's will retain a copy of the electronically transmitted documents for a 45-day period.
- 3.1.1.26. Sargent's to the Board of Review of the previous month's transcription of decisions/orders on a mass magnetic storage device (such as a compact disc) within ten (10) days of the end of each month.
- 3.1.1.27. If electronic mail is unavailable for a 24-hour period, Sargent's will deliver the transcribed decisions/orders to the Board of Review by magnetic mass storage device (such as a compact disc).
- 3.1.1.28. Sargent's shall keep all dictation of hearing transcripts and decisions/orders, and any voluntary storage of those materials confidential. Sargent's currently has in

place strict confidentiality and HITECH compliance policies, including full compliance with the Red Flags Rule specifically and HIPAA overall. Sargent's currently utilizes a minimum standard of 128-bit encryption for all data transferred, both internally and externally.

- 3.1.1.29. While an accuracy of 100% should be the standard to which every document is held for delivery to the healthcare provider, a benchmark for the transcriptionist is an accuracy rate at no less than 98%.
- 3.1.1.30. Sargent's will accommodate all requirements of the Board of Review to prioritize work and will comply with all special requests regarding the order in which dictations are transcribed.
- 3.1.1.31. A keyword index will be provided at the end of each transcript. The index will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number.
- 3.1.1.32. Multiple copies of transcribed documents, as requested by the Board of Review, will be provided.
- 3.1.1.33. References

Client Name: State of Oregon – Workers' Compensation Board

Project Description: Transcribing workers' compensation hearings from digital files that are downloaded from the agency. Transcripts are prepared in a specific format and uploaded back to the agency in a .docx format. Turnaround time varies based on the need of client; however turnaround is typically ten days. A sample work product is attached as Exhibit A.

Project Length: October 2011 – current

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

Client Name: Mutual Benefit

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

Project Length: March, 2012 – Current

Client Project Manager: Rebekah Hedrick

Phone: 1-800-283-3531

Client Name: Pittsburgh Critical Care Intensivists

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

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

Client Project Manager: John W. Hoyt, MD, FCCM

Phone: 412-371-9133

Fax: 412-371-9360

E-mail: hoytj@pccaintensivist.com

Client Name: West Virginia Office of Tax Appeals

Project Description: Transcribing tax appeals hearings and decisions from audio tapes and/or downloaded audio through FTP server following very precise standards and formats. Transcripts are prepared in MS Word and delivered either in this format or as PDF files, depending on client need. Turnaround time for delivery of finished product is ten business days. A sample work product is attached as Exhibit D.

Project length: August 2010 - current

Client Project Manager: Stephen P. Lee, Executive Director

Phone: 304-558-1666

Fax: 304-558-1670

Email: Stephen.P.Lee@wv.gov

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

4. CONTRACT AWARD:

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

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

5. ORDERING AND PAYMENT:

5.1. Ordering: Sargent's will accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. In addition, Sargent's maintains an online database that allows for the order of a new job.

5.1.1. Sargent's utilizes software that requires a username and password log-in, which ensures the security of the transmitted audio. Once a file is uploaded, WorkForce West Virginia shall notify the production manager of the availability of the audio and/or video files via email. The completed transcription will be available to WorkForce West Virginia via Sargent's Online Repository.

5.1.2. Sargent's also maintains a Secure Online Repository (SOR) for accessing and downloading the completed transcription files to WorkForce West Virginia.

5.1.3. Sargent's will provide accessibility its FTP and SOR systems 24/7.

5.1.4. If for some reason Sargent's systems become unavailable, a reason for the disruption and an estimated time for restoration of service will be immediately provided to WorkForce West Virginia.

5.1.5. Sargent's will provide training in the use of these systems. Additionally, informational packets will be produced for all persons using these systems.

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

6. DELIVERY AND RETURN

6.1. Delivery Time: Sargent's shall deliver transcribed hearings and decisions/orders in accordance within the schedule described in Section 3 and shall not hold orders until a minimum delivery quantity is met.

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

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

6.4. Return of Unacceptable Items: Sargent's has a quality guarantee for all transcription services provided. The terms of said guarantee are attached hereto on Page 11.

6.5. Return Due to Agency Error:

7. MISCELLANEOUS:

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

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

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

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

Contract Manager: Kainani S. Rose, Manager

Telephone Number: (814) 536-8908

Fax Number: (814) 539-7579

Email Address: clientservices@sargents.com

Quality Guarantee

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

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

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

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

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

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

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

3. Clear qualification and quantification of errors have been established for the purpose of document evaluation.
4. While an accuracy of 100% should be the standard to which every document is held for delivery to the healthcare provider, a benchmark for the transcriptionist is an accuracy rate at no less than 98%.
5. Ongoing feedback, education and performance improvement is the goal of Sargent's Quality Assurance Plan in order to establish confidence in a transcriptionist's experienced judgment and the ability to discern client/chart-ready documents.

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

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

CERTIFICATION AND SIGNATURE PAGE

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

Sargent's Court Reporting Service, Inc.

(Company)

Sara Ann Sargent

(Authorized Signature)

President, Sara Ann Sargent

(Representative Name, Title)

814-536-8908

(Phone Number)

(Fax Number)

10/30/2013

(Date)

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. ☒ **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Sargent's Court Reporting Service Signed: Shirley Ann Sargent
 Date: 10/30/2013 Title: President

RFQ No. WWV14127STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Sargent's Court Reporting Service, IncAuthorized Signature: *Shirley Sargent* Date: 10/30/13State of PACounty of Cambria, to-wit:Taken, subscribed, and sworn to before me this 30 day of Oct, 2013.My Commission expires 12/23, 2014.**AFFIX SEAL HERE**

NOTARIAL SEAL
KIMBERLY I. FAIDLEY, Notary Public
Johnstown, Cambria County, PA
My Commission Expires Dec. 23, 2014

NOTARY PUBLIC

Kimberly I. Faidley
Purchasing Affidavit (Revised 07/01/2012)

PRICING PAGE FOR WWV14127

HEARING & DECISION/ORDER TRANSCRIPTION SERVICES

DO NOT ALTER PRICING PAGE

DESCRIPTION	ESTIMATED ANNUAL PAGES	COST PER PAGE	EXTENDED ANNUAL COST
Transcribing Hearings from Cassette Tapes of Digital Recordings	30,000 x	\$ _____	\$ _____
Transcribing Telephone Dictation	7,000 x	\$ _____	\$ _____
Typing of Decisions/Orders	20,000 x	\$ _____	\$ _____
Documentation copying (extra copies of transcripts)	300,000 x	\$ _____	\$ _____
			TOTAL <u>See pricing sheet-</u> page 17

WWV14127
Pricing Page for Transcription
Services

10/03/2013

Item	Description	Unit of Measure	Estimated Annual Quantity	Unit Price	Annual Cost
1	Transcribing Hearing from Cassette Tapes of Digital Recordings	per page	30,000	1.50	45,000
2	Transcribing Telephone Dictation	Per Page	7,000	1.50	10,500
3	Typing of Decisions/Orders	per page	20,000	2.25	45,000
4	Documentation copying (original)	per Page	300,000	0	0
5	Multiple Copy Charges	per Page	100,000	0	0
	TOTAL				100,500



WEST VIRGINIA EXECUTIVE BRANCH CONFIDENTIALITY AGREEMENT

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Definitions:

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

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

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

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

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

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

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

h. Any terms not defined herein shall have the definitions afforded them within the Privacy Policy Definitions currently located at www.privacy.wv.gov.

2. Treatment of Confidential Information:

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

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

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

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

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

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

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

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

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

Printed Name: Sara Ann Sargent

Signature: 

Date: 10/30/2013

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV14127

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 checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Sargent's Court Reporting Service
 Company

Shalim Sargent
 Authorized Signature

10/30/2013
 Date

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

1 BEFORE THE WORKERS' COMPENSATION BOARD OF

2
3 THE STATE OF OREGON

4
5
6 In the Matter of the Compensation) WCB No. [REDACTED] 3
7 of) Claim No. [REDACTED] 5
8 [REDACTED], Claimant) TRANSCRIPT OF PROCEEDINGS
9

10 APPEARANCES:

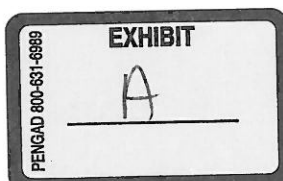
For the Claimant:

11 [REDACTED]
Attorney at Law
Oregon City, Oregon

12 For the Defendant:

13 [REDACTED]
Attorney at Law
Tigard, Oregon
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22 The proceedings in the above-entitled matter were held in Portland,
23 Oregon, on the 27th day of November, 2012 at 9:03 a.m., before Darren Otto,
24 Administrative Law Judge for the Workers' Compensation Board of the State of
25 Oregon.



INDEX OF WITNESSES

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INDEX OF EXHIBITS

EXHIBITS:

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NOT
MARKED: ADMITTED: ADMITTED: WITHDRAWN:

1

2

TRANSCRIPT OF PROCEEDINGS

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

[REDACTED] is present and is represented by his attorney, [REDACTED] n.

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

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

[REDACTED]: Claimant waives.

[REDACTED]: We waive.

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

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

[REDACTED] N: No.

THE ALJ: [REDACTED]?

[REDACTED] No objections.

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

6 [REDACTED]: That's correct.

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

15 [REDACTED] N: Yes.

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

17 [REDACTED] I do.

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

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

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

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

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

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

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

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

[REDACTED]: I call my client.

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

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

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

THE WITNESS: [REDACTED]

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

THE WITNESS: Yes.

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

[REDACTED] Thank you, Judge.

DIRECT EXAMINATION

BY MR. GUINN:

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

A. West Linn School District, Wilsonville.

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

2 A. Fifteen years there.

3 Q. And what was your job?

4 A. Custodial.

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

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

12 Q. What ankle was that?

13 A. The right ankle.

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

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

16 Q. Was this one heavy?

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

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

19 A. Yes.

20 Q. And did it hurt?

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

22 Q. Did you seek medical treatment?

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

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

6 Q. So you sought treatment with Kaiser; correct?

7 A. Yes, sir.

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

9 A. Yes. Uh-huh.

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

11 A. Yes.

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

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

15 Q. You couldn't walk at all?

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

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

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

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

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

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

1 A. Yessum (phonetic).

2 Q. Is that normal for you now?

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

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

6 A. Yes.

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

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

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

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

12 Q. And again in '92...

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

14 THE ALJ: Thank you.

15 [REDACTED]: (continuing)

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

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

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

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

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

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

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

1 A. Yeah.

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

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

5 Q. Did that heal up?

6 A. Oh, yeah. Yeah.

7 Q. How about the one in '07?

8 A. Yep.

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

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

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

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

17 Q. Are you currently working?

18 A. No. I'm retired.

19 Q. When did you do that?

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

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

23 THE ALJ: Thank you. Cross-Examination?

24 [REDACTED] Thank you, your Honor.

25 //

CROSS-EXAMINATION

[REDACTED]

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

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

Q. Than it did before the surgery?

A. Yeah. Yeah.

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

A. I have the brace on right now.

Q. Okay. So you have a...

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

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

A. Yeah.

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

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

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

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

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

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

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

A. Yeah.

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

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

3 A. No.

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

6 A. No, not really.

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

8 A. No.

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

10 A. Just from this surgery.

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

12 A. Just after--after the surgery.

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

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

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

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

20 [REDACTED]: No further questions. Thank you.

21 THE ALJ: Thank you. Redirect, [REDACTED]?
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23

Workers'
Compensation Board
Hearings Division

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25 //

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

2 Q. So you don't remember that?

3 A. No.

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

6 A. Yes.

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

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

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

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

13 THE ALJ: Thank you.

14 [REDACTED] KI: (continuing)

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

16 A. Unh-unh.

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

19 A. Oh.

20 Q. Does that ring a bell?

21 A. Yeah.

22 Q. What was going on there?

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

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

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

REDIRECT EXAMINATION

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

A. No.

Q. Do you limp right now?

A. Yes.

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

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

Q. It looks like you were motioning clockwise.

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

Q. Why don't you make the motion?

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

THE ALJ: On the outside of your foot?

THE WITNESS: Yeah.

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

THE WITNESS: Yes. Uh-huh.

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

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

THE ALJ: I believe that is true.

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

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THE ALJ: Recross?

[REDACTED]: Nothing further from me. Thank you.

THE ALJ: Thanks, [REDACTED].

THE WITNESS: Thank you.

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

THE WITNESS: Okay.

THE ALJ: Any additional witnesses for [REDACTED]?

[REDACTED]: Not at this time.

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

[REDACTED]: We have no witnesses.

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

THE WITNESS: All right.

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

THE WITNESS: All right.

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

CERTIFICATION OF TRANSCRIPT

I, Michelle L. Kurcis, as the transcriber of the oral proceedings at the 11/27/2012 hearing before Administrative Law Judge Otto, certify this transcript to be true, accurate, and complete.

Dated this 13th day of April, 2013.

Michelle L Kurcis

Transcriber

CERTIFICATION OF TRANSCRIPT

I, Diane Lee, as the proofreader of the oral proceedings at the 11/27/2012 hearing before Administrative Law Judge Otto, certify this transcript to be true, accurate, and complete.

Dated this 13th day of April, 2013.

Diane Lee

Proofreader

September 25, 2013

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

A. [REDACTED]

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

A. [REDACTED]

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

A. '04 Pontiac Grand Prix.

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

A. Me.

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

A. Yes, Pleasant Valley and 4th Street.

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

A. Yes, yes.

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

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

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

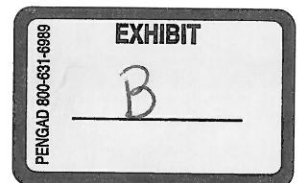
A. Right.

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

A. Yes.

Q. Or were you moving?

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



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

A. Yeah, yeah.

Q. Okay. Was she coming from behind you?

A. Yes.

Q. Okay.

A. To turn into 4th Street.

Q. She was attempting to turn into 4th Street?

A. Uh-huh (yes).

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

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

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

A. On what car?

Q. On the other car.

A. Her car?

Q. Yes, her car.

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

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

A. Well, I will say I was stopped.

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

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

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

A. Yes.

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

A. Pardon me? I'm sorry.

Q. Was there anybody injured in this accident?

A. No.

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

A. Yes.

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

A. Yes.

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

A. Yes.

Q. Okay. That's it.

10/23/2013

Account [REDACTED] Room # 4 ICU

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

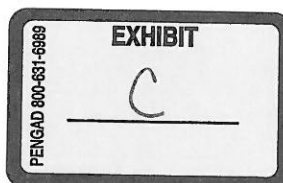
This is a 48-year-old gentleman with a known past medical history significant for asthma. He has been intubated and treated in the Intensive Care Unit in August for status asthmaticus. He also has a past medical history significant for hypertension, obesity, obstructive sleep apnea, and possible cervical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

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

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

Past Medical History:

1. Asthma, steroid dependent.
2. Hypertension.



10/23/2013

Account

Room # 4

ICU

Page 2

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

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

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

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

Social History: Unobtainable at this time.

Review of Systems: Unavailable at this time.

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

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

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

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

Gastrointestinal: Abdomen is obese.

10/23/2013

Account [REDACTED] Room # 4 ICU
Page 3

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

Infectious Disease: Temperature was 99 degrees.

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

Investigations: Most recent ABG done this morning showed a pH of 7.37, PCO₂ of 44, PO₂ of 288, saturations 100% on assist control of 16, tidal volume 550, PEEP of 85 and FiO₂ of 100%. Lactate has decreased from 7 to 3.5. Troponin was less than 0.1. Urinalysis showed 1+ blood, 2+ glucose, 3+ proteins and specific gravity 1.019, pH of 7.5, 1+ bacteria, 5-10 red cells, otherwise, unremarkable. His tox screen was positive for benzodiazepine. D-dimer was 0.29. Complete metabolic profile showed a potassium 3.1, otherwise, unremarkable. Blood sugars are running at 173. CBC was within normal limits. Chest x-ray shows cardiomegaly with possible aspiration in the right lung, mild pulmonary vascular congestion. CT scan of the head did not show any acute intracranial process. Alcohol level was negative. TSH was 0.1. ECG was not done but one will be done for him here in the Intensive Care Unit.

Assessment:

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

Plans for this patient are as follows:

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

10/23/2013

Account

Room # 4

ICU

Page 4

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

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

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

D: 10/23/2013 02:06

JOB #: 142053

/cs

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

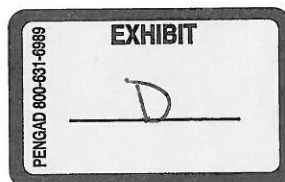
BEFORE THE WEST VIRGINIA OFFICE OF TAX APPEALS

)	DOCKET NOS.:
)	[REDACTED]
[REDACTED])	
)	
Petitioners,)	
)	
v.)	
)	
[REDACTED])	
)	
)	
Respondent)	

OFFICIAL TRANSCRIPT OF
THE EVIDENTIARY HEARING
HELD ON
[REDACTED]
[REDACTED]
IN MARTINSBURG, WEST VIRGINIA
BASED UPON THE OFFICIAL DIGITAL AUDIO RECORDING

PRESIDING ADMINISTRATIVE LAW JUDGE: A.M. "Fenway" Pollack
Administrative Law Judge

APPEARING FOR THE PETITIONER:



COUNSEL:

[REDACTED]

REPRESENTATIVE(S):

NONE

WITNESS(ES):

Direct Cross Redirect Recross Judge

Name:

Title :

[REDACTED]
[REDACTED]
[REDACTED]

4 -- -- -- 4

EXHIBITS:

Marked Received

NONE

APPEARING FOR THE RESPONDENT:

COUNSEL:

[REDACTED]
[REDACTED]

TAX COMMISSIONER'S
REPRESENTATIVE(S):

NONE

WITNESS(ES):

Direct Cross Redirect Recross Judge

NONE

EXHIBITS:

Marked Received

No. 1 2011 Personal Income Tax Return
No. 2 Assessment

5 5
5 5

JOINT EXHIBITS:

Marked Received

NONE

1 JUDGE POLLACK: We're on the record in the Martinsburg mobile docket.
2 July 30th, 2013. And this is [REDACTED] and [REDACTED], Docket [REDACTED]
3 [REDACTED]. Now, I understand, [REDACTED], that the [REDACTED] are not here.
4 ATTORNEY [REDACTED]: Yes, Your Honor. [REDACTED] called yesterday to tell me that he
5 had --- I believe it was a doctor's appointment this morning. And based upon what the
6 testimony on his behalf for the Petition for Reassessment, I told him that I didn't think,
7 from my standpoint, it was necessary for him to be here. We have the testimony of [REDACTED].
8 [REDACTED] And based upon my understanding of what was needed to be
9 provided there from him was one, testimony from [REDACTED] to testify as far as the
10 cost of the installation. Also, stipulate --- willing to stipulate that [REDACTED] --- or
11 [REDACTED] (changes pronunciation), I'm not sure exactly how to pronounce his name, does
12 not currently have an electric vehicle. And so ---.
13 JUDGE POLLACK: Well, stipulate or proffer?
14 ATTORNEY [REDACTED]: Either way. I mean [REDACTED] does not have an electric vehicle
15 at this time.
16 JUDGE POLLACK: Okay. [REDACTED], is that satisfactory ---
17 ATTORNEY [REDACTED]: Well, ---
18 JUDGE POLLACK: --- for the Tax Commissioner?
19 ATTORNEY [REDACTED]: --- I would have had a couple other questions I would have
20 liked to ask him, but ---. I mean that's one of them. The burden of proof is on the
21 taxpayer to --- you know, to kind of show up. I mean I know you're going to have [REDACTED].
22 [REDACTED] show up and testify that he installed whatever system at [REDACTED] house,
23 but --- I mean that's ---.

1 JUDGE POLLACK: Well, I find it problematic, [REDACTED] I mean considering we have
2 a statute in 11-60-2 that talks about how the system is used and, you know, type of
3 system ---. I understand [REDACTED] can testify what was installed. But obviously, [REDACTED].
4 [REDACTED] can't testify to how it's used. Now, I understand that you're willing to offer a
5 proffer saying that he doesn't have an electric vehicle. But I agree with [REDACTED]
6 What about questions about their electric bills, you know, whether ---?
7 ATTORNEY [REDACTED]: How did they hear about, why did they do it.
8 JUDGE POLLACK: How did they hear about --- yeah. I mean there's a lot of ---. I
9 think it's problematic for the [REDACTED] not to be here.
10 ATTORNEY [REDACTED]: Well, Your Honor, I take responsibility for that. He told me that
11 he had this appointment. And in my thoughts, he wasn't going to be required --- he did
12 not need to be here based upon this other testimony that is here. If, Your Honor, you feel
13 like that information --- that he needs to be made available for this testimony, may I make
14 a suggestion, Your Honor? That we then take [REDACTED] testimony in this matter, we
15 hold the docket open. I don't know if [REDACTED] would insist on them appearing or
16 you insist upon them appearing for these few questions in Charleston in person. Possibly
17 doing it telephonically, if you want to do it that way. It's my belief that --- and I would
18 have to check with them to be sure --- that their power bills are less than they are before
19 they put the equipment in.
20 And as far as how they heard it, I don't know if they spoke with [REDACTED] or
21 someone from [REDACTED] if they spoke with [REDACTED]. I think that
22 they might be one that was not a client of [REDACTED]. We'd need to do it
23 telephonically or I can proffer a written statement by [REDACTED] But I take full

1 responsibility, Your Honor, for them not being here. Because like I said, when I spoke to
2 them yesterday he indicated he had this appointment in the morning, and I told him that I
3 didn't think that he would need to be here, Your Honor.

4 JUDGE POLLACK: Well, I'm going to really leave it up to [REDACTED]. I think
5 whatever [REDACTED] finds satisfactory is what we'll do, because the Tax
6 Commissioner certainly has the right to cross examine the Petitioners in a case.

7 ATTORNEY [REDACTED]: Uh-huh (yes).

8 JUDGE POLLACK: So however [REDACTED] feels --- whatever [REDACTED] feels
9 he needs to do to adequately represent the Tax Commissioner in the [REDACTED] case, we're
10 going to do, short of me coming back to Martinsburg.

11 ATTORNEY [REDACTED]: I don't want to come back to Martinsburg, either.

12 JUDGE POLLACK: So we'll leave it up to you, [REDACTED].

13 ATTORNEY [REDACTED]: Well, ---.

14 JUDGE POLLACK: Actually, I don't think you even have to decide right this minute.

15 ATTORNEY [REDACTED]: That's good.

16 JUDGE POLLACK: But we will leave the record open. We'll take [REDACTED]
17 testimony and we will leave the record open in this matter to get the [REDACTED] testimony.
18 So call ---

19 ATTORNEY [REDACTED]: I apologize, Your Honor.

20 JUDGE POLLACK: --- [REDACTED] Apology accepted. Okay. [REDACTED] raise
21 your right hand, please.

22 -----

1 COLIN WILLIAMS, HAVING FIRST BEEN DULY SWORN, TESTIFIED AS
2 FOLLOWS:

3 -----

4 ATTORNEY [REDACTED]: Can you please state your name?

5 MR. [REDACTED]: [REDACTED].

6 ATTORNEY [REDACTED]: And [REDACTED] are you associated with [REDACTED]
7 [REDACTED]

8 MR. [REDACTED]: Yes, I am.

9 ATTORNEY [REDACTED]: And in that capacity are you familiar with the installation of a
10 solar electric facility on the home of [REDACTED]?

11 MR. [REDACTED]: Yes, I am.

12 ATTORNEY [REDACTED]: And can you please describe to the Court what was installed?

13 MR. [REDACTED]: It's a 4.7 kilowatt roof mounted system that consists of 20 235-watt
14 panels and 20 Enphase micro-inverters and an AV electric vehicle charging station.

15 ATTORNEY [REDACTED]: And how much was the cost of that installation?

16 MR. [REDACTED]: \$28,300.

17 ATTORNEY [REDACTED]: Okay.

18 JUDGE POLLACK: [REDACTED]

19 ATTORNEY [REDACTED]: No questions.

20 JUDGE POLLACK: I guess the only question I would have for [REDACTED] is the same
21 question as in the other cases. No battery system to just charge cars?

22 [REDACTED]: That's correct.

1 JUDGE POLLACK: And this system sends electricity to the home and into the grid, et
2 cetera?

3 [REDACTED] S: Correct. And again, as indicated in some of the other larger systems,
4 it was designed with the expectation that it would produce more than the car used, and
5 that is being used by the house.

6 JUDGE POLLACK: Okay. I think that concludes ---. Well, it doesn't conclude. We're
7 leaving the record open in this matter [REDACTED]

8 And we will figure out how to get whatever further testimony as part of this transcript
9 another day.

10 ATTORNEY [REDACTED] E: All right. Thank you, Your Honor.

11 JUDGE POLLACK: Thank you.

12 BRIEF RECESS

13 JUDGE POLLACK: Okay. This is Martinsburg mobile docket. It is July 30th, 2013.

14 And this --- we are reopening the record on [REDACTED] introduce

15 State's Exhibits One and Two. I'm sorry, did I say [REDACTED]

16 which is [REDACTED] This is a reopening of the record to mark and admit State's

17 Exhibit One and Two, State's Exhibit One being the [REDACTED] return for 2011 and

18 State's Exhibit Two being the assessment.

19 ATTORNEY [REDACTED] No objection, Your Honor.

20 JUDGE POLLACK: Okay. So State's Exhibit One and Two are admitted. And that will

21 conclude [REDACTED]

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Sargent's Court Reporting Service, Inc
Transcriptionist

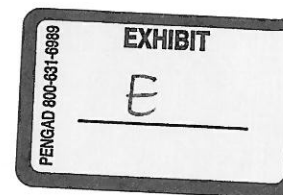


EXHIBIT E: QUARTELY REPORT FOR TRANSCRIPTION SERVICES

(Checkmark appropriate quarter)

Date Report Submitted: _____

January – March ____

April – June ____

July – September ____

October – December ____

VENDOR NAME: _____

Submitted by: (person) _____ Telephone: _____

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

Send to:

WorkForce West Virginia

(agency contact)

(address)

(address)

(phone number)

(email)

Items Purchased	Quantities of Items Purchased	Invoice Amount

TOTALS: _____



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

Solicitation

NUMBER
WWV14127

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

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The Sargent's Group
Attn: Kainani S. Rose
210 Main Street
Johnstown, PA 15901

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

DATE PRINTED
09/18/2013

BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	30,000	EA	961-72	TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR		
0002	7,000	EA	961-72	TRANSCRIBING TELEPHONE DICTATION		
0003	20,000	EA	961-72	TYPING OF DECISIONS/ORDERS		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
WWV14127

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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

DATE PRINTED
09/18/2013

BID OPENING DATE: 10/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	300,000	EA		961-72		
DOCUMENTATION COPYING (EXTRA COPIES OF TRANSCRIPTS)						
***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WWV14127
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To change the bid opening date to October 3, 2013 at 1:30 PM EST

To distribute the answers to the Technical Questions

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

WWV14127
Vendor submitted questions and Agency responses
09/11/2013

1. The first page of the RFQ references 30,000 transcribing hearings. Can you please confirm that the 30,000 refers to the number of pages transcribed and not the number of hearings?

A.1. This refers to the number of pages.

2. Can you please clarify if/how the telephone dictation is distinct from the decisions/orders, or is that simply a different method of recording essentially the same type of hearings?

A.2. Telephonic dictation is the same type of hearing only conducted by phone instead of in-person.

3. With respect to pricing, we are being asked to provide four-to-a-page transcript pages. Are we to quote based on the original pages or the condensed pages? In other words, a 12 page transcript would print on three pages – is that considered 12 pages or 3 pages in terms of the per-page rates charged? Similarly, for the 300,000 extra copies of transcripts, is that 1,200,000 transcript pages that are printed on 300,000 pages, or is it 300,000 transcript pages that print on 75,000 pages?

A.3. Quote should be based on original pages, the example you provided would be considered 12 pages.

4. How many pages, on average, is each hearing, or how long are they in audio minutes?

A.4. On average a hearing is 60 pages however pages and audio minutes vary on each case.

5. With respect to the copies – does the agency require the additional copies to satisfy a statute or legal requirement?

A.5. Extra copies are required to reduce workload of copying transcripts by the Board of Review staff.

6. Is vendor permitted to apply the per-page rates for the key word index at the end of the transcript?

A.6. Yes

7. Are all transcripts expected to be delivered within 2 working days? Is there ever a need for faster or slower turnaround times (and therefore corresponding rates) as well?

A.7. Yes, all transcripts are expected to be delivered within 2 working days, there is not a need for faster or slower turnaround.

8. Of the 30,000 pages from 'cassette tapes or digital recordings', how many would you estimate are from cassette tapes and how many from digital recordings?

A.8. The majority of the pages would be from digital recordings. The only cassette tapes pulled would be for a request of the transcription of an older case.

9. Instead of in-person pickup can we provide the agency with our FedEx or UPS account # and have the material shipped to us?

A.9. No, due to case confidentiality we require in-person pick-up.

10. When do you expect to award this contract and when should new vendor expect to go live with it?

A.10. It is the hope of the agency to have the contract awarded within 60 days.

11. Do you expect to award this contract to a single agency, or will numerous agencies be participating jointly in it?

A.11. A single vendor will be awarded the contract.

12. Who is the current vendor?

A.12 imedX is the current vendor?

13. What are the current rates?

A.13 This information can be obtained by contacting the West Virginia State Purchasing Division during the hours of 8:15 AM -4:30 PM at 304-558-2306.

14. Does every hearing get transcribed or only those which get appealed?

A.14. Only appealed cases, or an occasional case which a party pays to have the hearing transcribed.

15. Does this proposal contemplate that employees would on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information?

A.15. Employees would be in the buildings and on the grounds of the Board of Review located at 1321 Plaza East, Charleston, WV 25301.

16. Could you please provide who the current vendor that is being used?

A.16. See response to Question 12.

17. What are the rates currently?

A.17. See response to Question 13.

18. Are there going to be copy sales that are able to be sold?

A.18. No, copies will not be sold.

19. With regards to documentation copying, will the copies be for internal use?

A.19 The copies will be used internally as well as externally as deemed necessary appropriate by the Administrative Law Judges.

20. Under the Vendor Preference Certificate, number 7, it lists a preference for non-resident small, women-and minority-owned business, is there a specific percentage preference for this?

A.20. The Unemployment Compensation Board of Review Chief Judge does not know.

21. Are there currently addendum's for this RFP?

A.21. There have not been any Addendum for this RFQ at this time

22. How many copies of a proposal need to be submitted?

A.22. Only one copy of the bid is required.

23. Which vendor, if any, currently holds the contract?

A.23. See response to Questions 12 & 16.

24. What are the current rates paid for transcription services?

A.24. See response to Question 13 & 17.

25. Is it mandatory for transcripts to be produced in the United States?

A.25. The Unemployment Compensation Board of Review Chief Judge does not know.

26. How many pages of transcription were produced in 2012?

A.26. 27, 946 pages of transcription in 2012.

27. What is the estimated contract value?

A.27. This information is not available.

28. Is the electronic delivery of a Word document only sufficient?

A.28. Yes

29. Ubiquis uses vetted, freelance independent contractors in the production of transcripts. Is this process acceptable for the State of West Virginia?

A.29. The Board of Review sends the original file, including exhibits, to the steno service for the transcription of the hearing. The Board of Review does not maintain a copy or back up for

documents, including exhibits, when the file is delivered to the steno service. The use of independent contractors risks the reliable maintenance of the record.

30. Do we need to have our insurance signed by the Purchasing Division by the time we submit the bid?

A.30. The apparent successful Vendor shall provide a performance bond in the amount of \$25,000.00. This will be requested before award.

31. Page 11, #12 states that the vendor shall pay liquidated damages but that section is not filled out. Does this not apply to this specific bid?

A.31. This section is not applicable to this RFQ.

32. Page 14, #41: Will the bidder need the license of good standing before bidding or will this be necessary after the award?

A.32. This will be necessary before award of the contract.

33. Page 15, #43 states "the Vendor has properly registered with any state agency that may require registration." In regards to this contract, who do we need to register with before completing this bid?

A.33. West Virginia State Purchasing, The Secretary of State Office and the WV State Tax Department.

34. Page 16, #51: Since we are out of state, would it be acceptable for our employees to get their finger prints done in the state of West Virginia? Would this be necessary under this contract?

A.34. Fingerprinting is not necessary.

35. Page 21, 3.1.1.18 states that the vendor needs to provide toll-free receipts of the decisions/orders by employees of the Board of Review. Is this referring to the entire transcript? How often would this happen? How many people would this be sent to? Would there need to be hard copies or would this be via email only?

A.35. Yes, the entire transcript in hard copy would be sent to the Board of Review.

36. Page 21, 3.1.1.20: We could provide recording services for any phone calls that need to be transcribed. Would this be sufficient for your needs? The Board of Review would also be able to access the recorded audio via our secure extranet server.

A.36. No

37. Page 21, 3.1.1.21: Could we provide our FedEx account number and have these tapes sent directly to our office instead?

A.37.No

38. Page 22, 3.1.1.23: Will all turnarounds be two working days?

A.38. Yes

39. Page 23, 3.1.1.33: We would be able to provide references but unable to provide examples of the work done with our clients due to our NDA and confidentiality agreements. Would this cause us to be disqualified?

A.39. The failure to provide work product would either disqualify or reduce the weight or reliability of your bid.

40. Who is the current contract holder and for how long have they been providing these services?

A.40. See response to Question 12

41. What are the current contract prices for the categories described in this solicitation?

A.41. See response to Question 13

42. What is the annual budget for these services and how much was spent last calendar year?

A.42. During calendar year 2012, \$ 37, 540.54 was spent.

43. Section 3.1.1.20; Are cassette tapes only provided for transcription services when other means are unavailable or is this an audio format that will be provided often? If so, how often and how must these cassette tapes be received and returned?

A.43. The majority of the cases will be audio format, the Board of Review does not use cassette tapes as back-up.

44. What types of cassettes are used?

A.44. None

45. There are very detailed formatting requirements listed in this solicitation, but would you mind providing a sample transcript, with sensitive material removed, so that we may closely review these requirements?

A.45. Yes, a sample may be provided.

46. Section 3.1.1.17 discusses languages. Are there other languages, aside from English, that would require translation? If so, what languages?

A.46. Yes, language could vary from Spanish, Cantonese, and etc.

47. Section 3.1.1.32 discusses copies. Regarding the 300,000 copies, will this service be requested for all transcripts? How many copies per transcript will be requested?

A.47. No, only one original transcript is requested for each hearing.

48. What is the percentage of telephone line dictation vs. digital audio files being received over a secure file server?

A.48. These services will be requested for all transcripts, copies per transcript vary.

49. What is the length in pages of an average completed transcript?

A.49. Sixty (60) pages

50. Are priority/rush files (shorter turnaround time) ever requested? How often and what is the requested turnaround time for such requests?

A.50. Yes, however these instances are very rare and the turnaround would be within two or three days.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV14127

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.

Company

Authorized Signature

Date

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

Revised 6/8/2012



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

Solicitation

NUMBER

WWV14127

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET
304-558-8802

RFQ COPY

V
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The Sargent's Group
Attn: Kainani S. Rose
210 Main Street
Johnstown, PA 15901

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WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

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

DATE PRINTED

09/30/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	30,000	EA	961-72	TRANSCRIBING HEARINGS FROM CASSETTE OF DIGITAL RECOR		
0002	7,000	EA	961-72	TRANSCRIBING TELEPHONE DICTATION		
0003	20,000	EA	961-72	TYPING OF DECISIONS/ORDERS		

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

WWV14127

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET
304-558-8802

RFQ COPY
TYPE NAME/ADDRESS HERE

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

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DATE PRINTED

09/30/2013

BID OPENING DATE: 10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	300,000	EA		961-72		
	DOCUMENTATION	COPYING		(EXTRA COPIES OF TRANSCRIPTS)		
***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WWW14127
 Addendum Number: No.02

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:

Addendum for transcriptions services issued to publish and distribute the following information.

1. Modify the Bid Opening date;
 from: 10/03/2013 at 1:30 PM. EDT.
 to: 10/31/2013 at 1:30 PM. EDT.
2. Agency working on clarification language for submitted Vendor questions (9/11/2013) published in Addendum No.1, dated: 9/18/2013. Clarification will be published in a later Addendum.

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWV14127

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 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.

Company

Authorized Signature

Date

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

Revised 6/8/2012



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

Solicitation

NUMBER
WWV14127

PAGE
1

RFQ COPY

TYPE NAME / ADDRESS HERE

The Sargent's Group
Attn: Kainani S. Rose
210 Main Street
Johnstown, PA 15901

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

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

DATE PRINTED
10/03/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.						
0001	30,000	EA		961-72		
	TRANSCRIBING	HEARINGS		FROM CASSETTE OF	DIGITAL RECOR	
0002	7,000	EA		961-72		
	TRANSCRIBING	TELEPHONE		DICTATION		
0003	20,000	EA		961-72		
	TYPING OF	DECISIONS/ORDERS				

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER

WWV14127

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET

304-558-8802

RFQ COPY

TYPE NAME/ADDRESS HERE

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WORKFORCE WEST VIRGINIA
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE
CHARLESTON, WV

25305-0112 304-558-2631

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DATE PRINTED

10/03/2013

BID OPENING DATE:

10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	300,000	EA		961-72		
DOCUMENTATION COPYING (EXTRA COPIES OF TRANSCRIPTS)						
***** THIS IS THE END OF RFQ WWV14127 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: WWV14127
Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To reissue Addendum 1 in its entirety

To add Mandatory:

3.1.1.34 The West Virginia Executive Branch Confidentiality Agreement must be signed by the successful vendor and all staff who are part of providing the transcriptions services for the Board of Review. See Exhibit 1.

To distribute the revised Pricing Page

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

WWV14127
Vendor submitted questions and Agency responses
09/11/2013

1. The first page of the RFQ references 30,000 transcribing hearings. Can you please confirm that the 30,000 refers to the number of pages transcribed and not the number of hearings?

A.1. This refers to the number of pages.

2. Can you please clarify if/how the telephone dictation is distinct from the decisions/orders, or is that simply a different method of recording essentially the same type of hearings?

A.2. Telephonic dictation is the same type of hearing only conducted by phone instead of in-person.

3. With respect to pricing, we are being asked to provide four-to-a-page transcript pages. Are we to quote based on the original pages or the condensed pages? In other words, a 12 page transcript would print on three pages – is that considered 12 pages or 3 pages in terms of the per-page rates charged? Similarly, for the 300,000 extra copies of transcripts, is that 1,200,000 transcript pages that are printed on 300,000 pages, or is it 300,000 transcript pages that print on 75,000 pages?

A.3. Quote should be based on original pages, the example you provided would be considered 12 pages.

4. How many pages, on average, is each hearing, or how long are they in audio minutes?

A.4. On average a hearing is 60 pages however pages and audio minutes vary on each case.

5. With respect to the copies – does the agency require the additional copies to satisfy a statute or legal requirement?

A.5. No, the extra copies are not required to satisfy a statute or legal requirement. Three (3) copies of the original transcripts will always be required, additional copies are to be considered automatic but the actual number of copies will vary from case to case. The number of additional copies needed for each case will be indicated by the Board of Review staff on the release order. The pricing page allows the vendor to indicate individual costs for the original copy as well as multiple copies.

6. Is vendor permitted to apply the per-page rates for the key word index at the end of the transcript?

A.6. Yes

7. Are all transcripts expected to be delivered within 2 working days? Is there ever a need for faster or slower turnaround times (and therefore corresponding rates) as well?

A.7. Yes, all transcripts are expected to be delivered within 2 working days, there is not a need for faster or slower turnaround.

8. Of the 30,000 pages from 'cassette tapes or digital recordings', how many would you estimate are from cassette tapes and how many from digital recordings?

A.8. The majority of the pages would be from digital recordings. The only cassette tapes pulled would be for a request of the transcription of an older case.

9. Instead of in-person pickup can we provide the agency with our FedEx or UPS account # and have the material shipped to us?

A.9. No, due to case confidentiality we require in-person pick-up.

10. When do you expect to award this contract and when should new vendor expect to go live with it?

A.10. It is the hope of the agency to have the contract awarded within 60 days.

11. Do you expect to award this contract to a single agency, or will numerous agencies be participating jointly in it?

A.11. This contract will be awarded for a single agency. That agency is WorkForce West Virginia.

12. Who is the current vendor?

A.12 imedX is the current vendor?

13. What are the current rates?

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

Copies of records are available upon written request from the vendor. A cost of 50 cents per page (minimum of \$10) is charged to furnish copies. Copy charges must be paid in advance. Copies of most bids can be obtained from the Purchasing Division website (www.state.wv.us/admin/purchase/bids). Previous Bid # WWV10867A , Open Date: 07/06/2010

Please contact the Records Management Section of the Purchasing Division @ 304.558.2306

14. Does every hearing get transcribed or only those which get appealed?

A.14. Only appealed cases, or an occasional case which a party pays to have the hearing transcribed.

15. Does this proposal contemplate that employees would on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information?

A.15. Employees would be in the buildings and on the grounds of the Board of Review located at 1321 Plaza East, Charleston, WV 25301. The West Virginia Executive Branch Confidentiality Agreement must be signed by the successful vendor and all staff who are part of providing the transcriptions services for the Board of Review. A copy of the West Virginia Executive Branch Confidentiality Agreement is attached to this Addendum as a requirement.

16. Could you please provide who the current vendor that is being used?

A.16. See response to question 12.

17. What are the rates currently?

A.17. See response to question 13.

18. Are there going to be copy sales that are able to be sold?

A.18. No, copies will not be sold.

19. With regards to documentation copying, will the copies be for internal use?

A.19 The copies will be used internally as well as externally as deemed necessary appropriate by the Administrative Law Judges.

20. Under the Vendor Preference Certificate, number 7, it lists a preference for non-resident small, women-and minority-owned business, is there a specific percentage preference for this?

A.20. Please see Item #22 of the Master Terms & Conditions attached to this RFQ.

21. Are there currently addendum's for this RFP?

A.21. There has not been any Addendum for this RFQ at this time.

22. How many copies of a proposal need to be submitted?

A.22. Only one copy of the bid is required.

23. Which vendor, if any, currently holds the contract?

A.23. See response to questions 12 & 16.

24. What are the current rates paid for transcription services?

A.24. See response to questions 13 & 17.

25. Is it mandatory for transcripts to be produced in the United States?

A.25. While it is not mandatory that the transcripts be produced in the United States, the agency would prefer that the transcripts be produced in the United States.

26. How many pages of transcription were produced in 2012?

A.26. 27, 946 pages of transcription in 2012.

27. What is the estimated contract value?

A.27. The state may not disclose the budgetary amounts under WV State Code 5A-3-11 (a). No person may disclose this maximum budgeted amount to any vendor prior to the award of any contract.

28. Is the electronic delivery of a Word document only sufficient?

A.28. Yes

29. Ubiquis uses vetted, freelance independent contractors in the production of transcripts. Is this process acceptable for the State of West Virginia?

A.29. No. The Board of Review sends the original file, including exhibits, to the steno service for the transcription of the hearing. The Board of Review does not maintain a copy or back up for documents, including exhibits, when the file is delivered to the steno service. The use of independent contractors risks the reliable maintenance of the record therefore subcontractors shall not be applicable to the services requested thru this RFQ.

30. Do we need to have our insurance signed by the Purchasing Division by the time we submit the bid?

A.30. Insurance is not required as a part of this RFQ.

SPECIFICATION CHANGE: The agency has decide to remove the original request of a Performance Bond from the awarded vendor and request "Liquidation Damages" in the amount of \$500.00 per day after the mandated return of the transcribed documents to the Board of Review as shown in 3.1.1.23.

31. Page 11, #12 states that the vendor shall pay liquidated damages but that section is not filled out. Does this not apply to this specific bid?

A.31. This section is not applicable to this RFQ.

32. Page 14, #41: Will the bidder need the license of good standing before bidding or will this be necessary after the award?

A.32. Prior to award of this contract vendors will be required to meet the requirement set forth in Item 41 of the Master Terms and Conditions.

33. Page 15, #43 states "the Vendor has properly registered with any state agency that may require registration." In regards to this contract, who do we need to register with before completing this bid?

A.33. It is the responsibility of the vendor to be registered with all applicable entities and to also be in compliance with the requirements of local, state, and federal laws.

34. Page 16, #51: Since we are out of state, would it be acceptable for our employees to get their finger prints done in the state of West Virginia? Would this be necessary under this contract?

A.34. Please see item #51 of the Master Terms and Conditions attached to this RFQ.

35. Page 21, 3.1.1.18 states that the vendor needs to provide toll-free receipts of the decisions/orders by employees of the Board of Review. Is this referring to the entire transcript? How often would this happen? How many people would this be sent to? Would there need to be hard copies or would this be via email only?

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37. Page 21, 3.1.1.21: Could we provide our FedEx account number and have these tapes sent directly to our office instead?

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38. Page 22, 3.1.1.23: Will all turnarounds be two working days?

A.38. Yes

39. Page 23, 3.1.1.33: We would be able to provide references but unable to provide examples of the work done with our clients due to our NDA and confidentiality agreements. Would this cause us to be disqualified?

A.39. Please see item2 of the Instructions to Vendors submitting bids.

40. Who is the current contract holder and for how long have they been providing these services?

A.40. See response to Question 12

41. What are the current contract prices for the categories described in this solicitation?

A.41. See response to Question 13

42. What is the annual budget for these services and how much was spent last calendar year?

A.42. Please see response to question 27.

43. Section 3.1.1.20; Are cassette tapes only provided for transcription services when other means are unavailable or is this an audio format that will be provided often? If so, how often and how must these cassette tapes be received and returned?

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49. What is the length in pages of an average completed transcript?

A.49. Sixty (60) pages

50. Are priority/rush files (shorter turnaround time) ever requested? How often and what is the requested turnaround time for such requests?

A.50. Yes, however these instances are very rare and the turnaround would be within two or three days.