

# BUREAU of Office Services

Chicago + Milwaukee + Burr Ridge

CORPORATE HEADQUARTERS

361 South Frontage, Suite 125

Burr Ridge, IL 60527-6175

630.323-2600

FAX: 323-2601

March 8, 2010

Ms. Shelly Murray  
Purchasing Division  
Department of Administration  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

RE: RFQ N° INS10002, TRANSCRIPTION AND DECISIONS TYPING SERVICES

Dear Ms. Murray:

The Bureau welcomes this opportunity to present our proposal for your transcription project. Our enclosed proposal includes an overview of the procedures, personnel and systems involved.

This submission supersedes and replaces our previous sealed-bid submission from February 24, 2010. Please destroy our previous submission.

Our bid pricing is based upon the explicit RFQ requirements and specifications which detail the precise formatting and counting method to be used for documents. It is evident from our review of provided samples of the current vendor's work that the number of lines per page is significantly less. In my conversation with you earlier, you indicated that RFQ specifications take precedence over the supplied samples. Pricing is based only upon the 51 lines per page, font and margin configuration specified in the RFQ instead of the provided samples.

In addition, we would like you to be aware that we currently are performing transcription and typing services under an extendable State of West Virginia contract PO#: WEH90034. This contract includes provision of a toll-free dictation system, dictation equipment, reporting and training, which can be made available to the WVOIC, Workers' Compensation Office of Judges at no additional cost.

Thank you for the opportunity to participate in your open bidding process.

Respectfully,



Richard E. Piasecki,  
President/CEO

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2010 MAR -9 AM 9:49

WV PURCHASING  
DIVISION



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

# Request for Quotation

RFQ NUMBER  
**INS10002**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Bureau of Office Services, Inc.**  
**361 S. Frontage Road, Suite 125**  
**Burr Ridge, IL 60527-6175**  
**(800) 5-BUREAU [528-7328]**

**INSURANCE COMMISSION**  
**1124 SMITH STREET**  
**CHARLESTON, WV**  
**25305-0540 304-558-3707**

DATE PRINTED <b>01/26/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **02/24/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>OPEN END CONTRACT</b>		
				<b>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA OFFICES OF THE INSURANCE COMMISSIONER, IS SOLICITING BIDS FOR TRANSCRIPTION AND DECISIONS TYPING SERVICES PER THE ATTACHED SPECIFICATIONS.</b>		
				<b>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/10/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSE BY ADDENDUM AFTER THE DEADLINE.</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>961-72</b>		
				<b>TRANSCRIPTION SERVICES</b>		
				<b>EXHIBIT 3</b>		
				<b>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE</b>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Richard E. ...* TELEPHONE: **(800) 5-BUREAU [528-7328]** DATE: **03/08/2010**

TITLE: **President/CEO** FEIN: **36 239 1254** ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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RFQ NUMBER  
**INS10002**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

RFQ COPY

TYPE NAME/ADDRESS HERE  
**Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]**

SHIP TO

**INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707**

DATE PRINTED <b>01/26/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **02/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Richard E. Oberste* TELEPHONE **(800) 5-BUREAU [528-7328]** DATE **03/08/2010**

TITLE **President/CEO** FEIN **36 239 1254** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, 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  
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# Request for Quotation

RFQ NUMBER  
**INS10002**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

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TYPE NAME/ADDRESS HERE

**Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]**

INSURANCE COMMISSION

**1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707**

DATE PRINTED <b>01/26/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Richard C. Florkowski</i>	TELEPHONE <b>(800) 5-BUREAU [528-7328]</b>	DATE <b>03/08/2010</b>	
TITLE <b>President/CEO</b>	FEIN <b>36 239 1254</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]**

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**INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707**

DATE PRINTED <b>01/26/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Richard C. Glawski</i>	TELEPHONE <b>(800) 5-BUREAU [528-7328]</b>	DATE <b>03/08/2010</b>	
TITLE <b>President/CEO</b>	FERN <b>36 239 1254</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER:  
**INS10002**

PAGE:  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**SHELLY MURRAY  
 304-558-8801**

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]**

SHIP TO

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 25305-0540 304-558-3707**

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BID OPENING DATE: **02/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>MANNER.</b></p> <p><b>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</b></p> <p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER: SHELLY MURRAY</b></p> <p><b>RFQ. NO.: INS10002</b></p> <p><b>BID OPENING DATE: <del>02/24/2010</del> 03/09/2010</b></p> <p><b>BID OPENING TIME: 1:30 PM</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Richard E. Clarke* TELEPHONE: **(800) 5-BUREAU [528-7328]** DATE: **03/08/2010**

TITLE: **President/CEO** FERN: **36 239 1254** ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
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ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

**RFQ COPY**  
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**Bureau of Office Services, Inc.**  
**361 S. Frontage Road, Suite 125**  
**Burr Ridge, IL 60527-6175**  
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**SHIP TO**  
**INSURANCE COMMISSION**  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/26/2010				

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            General Fax: (630) 323-2601; Personal Office Fax (630) 789-3239</p> <hr/> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):            Richard E. Piasecki, President/CEO</p> <hr/> <p>***** THIS IS THE END OF RFQ INS10002 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard E. Piasecki</i>	TELEPHONE <b>(800) 5-BUREAU [528-7328]</b>	DATE <b>03/08/2010</b>
TITLE <b>President/CEO</b>	FEIN <b>36 239 1254</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



**Purpose:** To obtain a contractor to provide Transcription and decision typing services to the West Virginia Workers' Compensation Office of Judges.

### **OPERATING ENVIRONMENT:**

**Location:** Agency is located at One Players Club Drive, Charleston, WV 25311.

**Background:** The Workers' Compensation Office of Judges conducts hearings, receives and weighs evidence and arguments and then issues written decisions in appeals from initial claim management decisions made by insurance carriers or by self-insured employers or their agents. Transcription and decision typing services are needed in order to process pending appeals in a timely manner.

### **PROCUREMENT SPECIFICATIONS**

#### **1) General Requirements of the Vendor:**

- a) Vendor is to provide professional transcription services to the Workers' Compensation Office of Judges.
- b) The successful vendor will transcribe, from cassette tapes, hearings conducted by the Office of Judges regarding disputed Workers' Compensation claims.
- c) The successful vendor will provide a system allowing for Office of Judges employees to dictate decisions or orders via the telephone or other electronic transmission system and typing these documents within required time periods.
- d) The successful vendor shall have the ability to securely transfer electronically the transcribed documents to Office of Judges for printing at their location.

#### **2) Scope of Work:**

- a) Decisions/Orders from Cassette Tapes – The successful vendor will transcribe decisions/orders from cassette tapes if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, it must be repaired within a maximum of three (3) working days. The cassettes shall be delivered via U. S. Mail to the successful vendor at the mailing address specified by the vendor, unless other arrangements are mutually agreed to by the vendor and the Office of Judges. It is also a requirement that the vendor be available for in-person pick-up of cassettes at One Players Club Drive, Charleston, West Virginia.
- b) Searchable Data Base Program – It is the desire of the Office of Judges for the vendor to provide and maintain a searchable database program of all decisions and transcripts available on either Boolean or natural language search which will produce a listing of all files having the search criteria, as well as a highlighted display of the searched words with the file. For example, all the transcripts with the words "fatal" and "cardiac" will be listed in a directory-style listing and the transcripts will come up one at a time with the keywords fatal and cardiac highlighted every time they appear in each document.

- c) Electronic Transfer of Documents – The vendor must have the ability to electronically mail decisions/transcripts to Office of Judges in a format compatible with the Office of Judges software. Currently Word is being used but it will soon be upgraded to Word 2007.

The vendor must have the ability to electronically mail the typed decisions/orders to the electronic mail address provided by the Office of Judges for printing at the local site within 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 Office of Judges no later than 5:00 p.m. on Tuesday. The vendor selected must indicate the security in place for electronic transfer of information. The vendor must accommodate the requirement of the Office of Judges to prioritize the order in which the dictations of decisions are typed.

The successful vendor will retain a "copy" of the electronically transmitted documents for a 45-day period. The successful vendor will provide to the Office of Judges 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.

If electronic mail is unavailable for a 24-hour period, the successful vendor shall deliver the transcribed decisions/orders to the Office of Judges by magnetic mass storage device (such as a compact disc).

- d) Confidentiality – The successful vendor agrees to keep all dictation of decisions/orders, and storage of those decisions/orders confidential and as secure as possible.
- e) Accuracy – The quality of the decisions/orders/transcripts shall be subject to a quality review by the Office of Judges. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictation material (either to or from the Office of Judges and the successful vendor) the contract may be terminated as defined in section I of this RFQ. The Office of Judges considers three or more errors per page of typed decision/order/transcript to exceed an acceptable level. This includes typing, grammar and English context or spelling errors. If the vendor fails to cure and the contract is terminated, all work in progress shall be delivered to the Office of Judges.

### 3) Project:

- a) Transcribing of Hearings – The Office of Judges conducts hearings that are recorded on cassette tape to be transcribed. These include (but may not be limited to) evidentiary hearings, occupational pneumoconiosis board hearings, final permanent total disability hearings and other assigned types of hearings. The specific number of hearings held varies from month to month. The Office of Judges estimates 70 hearings recorded on cassette to be transcribed per month.

Transcripts shall be typed in the following manner:

- The first page shall have 1" margin at top.
- All subsequent pages shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on left and 5/8" margin on the right side.
- Single spacing Questions and Answers format.
- Arial 12 point Font type size.
- Index of Direct, Cross, Redirect, Recross, etc. on second page.
- Certification on last page
- Header with claimant name and claim number
- The first typing line is line 8 on all pages after first and end on line 59 leaving 51 typing lines on page.

The completed transcripts shall be printed on 8.5" by 11", 20# White bond as "mini-pages" using four-to-a-page compatible with existing MS Word 2003 and MS Word 2007.

- b) Typing of Decisions/Orders – The Office of Judges has approximately 20 individuals reviewing claim files and dictating decisions. These decisions vary in length from 2 pages to as many as 18 pages. A "typical" decision is 5 – 7 pages. The Office of Judges issues approximately 375 decisions per month.

Decisions shall be typed in the following manner:

- The first page shall have 1" margin.
- All subsequent pages shall have header on line 5 leaving 5/8" margin at top. All pages shall have 1" margin on left-hand side and a 3/4" margin on the right hand side of each page.
- The first typing line on page 1 is "7" and shall end at approximately "59", for 52 typing lines on page 1.
- All subsequent pages shall begin on line "8" and end approximately on line "59" leaving 51 typing lines per page.
- Single space with appropriate paragraphing.
- Arial 12 point Font type size.

"Standard" decisions are attached to this RFQ for the Office of Judges (**Attachment A**) to show the form of the respective decisions/orders.

The persons dictating the decisions/orders will reference certain preformatted language. The Office of Judges uses approximately 55 of the preformatted "paragraphs". The Office of Judges will update and change the preformatted language as necessary.

The successful bidder must provide toll-free receipt of the dictation of decisions/orders by employees of Office of Judges from locations in Charleston, Beckley, and Fairmont, West Virginia via the telephone and such other electronic communication means as is compatible with the Dictaphone Enterprise System.

The vendor must have the ability to accommodate the possibility that all decisions/orders writers may be dictating simultaneously. All cost necessary to accommodate this level of dictation, is a cost of doing business with the agency similar to all other overhead and must be calculated within the vendor's price/cost per page quotation.

#### **4) General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms and requirements contained in this RFQ.

a. *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

b. *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

c. *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant,

loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

d. *Vendor Relationship:*

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

e. *Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication,

translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

f. *Contract Provisions:*

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFQ and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFQ and the Vendor's proposal in response to the RFQ.

g. *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

h. *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

i. *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

j. *Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for



any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

k. *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

l. *Contract Termination:*

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

m. *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

n. *Invoices:* The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

o. *Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

Vendor agrees to protect the decisions/orders and any personal health information and financial information contained therein from oral or written disclosure and to that end should implement and maintain policies to safeguard and protect this information from inappropriate use or disclosure by its employees, agents, subcontractors and any other individuals permitted by Vendor to have access to the information. Vendor shall take industry best security practices to protect the confidentiality of the electronic transmission of this information. Should Vendor be confronted with any legal action to disclose any portion of this information, Vendor shall notify the Office of Judges within two (2) business days of such action.

p. *License Requirements:* Successful Vendor must present evidence of certification or licensure with the West Virginia Workers Compensation and Unemployment Funds, a copy of its W. Va. Business Certificate and any other

licenses it may be required to hold by the nature of its operation.

- q. **Debarment and Suspension:** Successful Vendor must certify that no entity, agency or person associated with the Vendor is currently debarred or pending suspension from conducting business with any governmental unit.
- r. **Purchasing Affidavit:** West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.
- s. **Resident Vendor Preference:** West Virginia State 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 State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5 preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.
- t. **RFQ Sections:** There are two sections required for vendor response to this request for quotations. Attachment B: Acknowledgment of Mandatory requirements and Attachment C: Cost proposal.

**Attachment B: Mandatory Requirements Acknowledgement and Signature Page**

By signing this page vendor certifies that they have read and understand all requirements of this request for quotations and can provide the services in the manner requested by the agency.

**Attachment C: Cost Proposal**

Cost must be all inclusive. The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract. All cost associated with the provision of this service must be included in the cost per page.

**Attachment B****CERTIFICATION OF UNDERSTANDING  
MANDATORY REQUIREMENTS**

1. All transcripts will be formatted/typed in the exact manner detailed in the RFQ.
2. Toll free lines will be provided for receipt of dictation from Office of Judges employees located in Charleston, Beckley and Fairmont, West Virginia. This system must be compatible with the Dictaphone Enterprise System equipment owned by the Office of Judges.  
  
A sufficient number of lines will be available in place to accommodate all employees dictating simultaneously.
3. Hearing transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in the format specified of the RFQ.
4. In the event telephone communication or other electronic means are unavailable, vendor shall transcribe decision orders from cassette tapes. If required these tapes will be picked up daily at the Office of Judges offices located at One Players Club Drive, Charleston, WV.
5. Vendor shall maintain a searchable database program of all decisions and transcripts. This database will be available to the Office of Judges at all times for search.
6. Vendor shall be able to electronically mail decisions/transcripts to the agency. System used to transmit electronically must provide absolute security of the documents content and format.
7. Vendor must accommodate the requirements of the Office of Judges to prioritize work and comply with special requests regarding the order in which dictations are transcribed.
8. Vendor must provide the agency with a magnetic storage disc (such as compact disc) of all the previous months transcriptions within ten days of the end of each month.
9. Vendor agrees to maintain strict confidentiality and security of dictation system, cassettes and all transcripts.
10. Successful Vendor must certify that no entity, agency or person associated with the Vendor is currently debarred or pending suspension from conducting business with any governmental unit.

*I certify that I have read and understand the requirement of this request by signing this certification; I agree that the terms outlined in the request for quotations are non-negotiable and must be met or the contract may be cancelled.*

Vendor Name: Bureau of Office Services, Inc.

Representative: Richard E. Piasecki, President/CEO

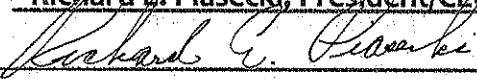
Signature: 

Date: 03/08/2010

**Attachment C**  
**COST PROPOSAL**

TRANSCRIBING HEARINGS FROM CASSETTE TAPES \$ 3.64 PER PG.

TRANSCRIBING TELEPHONE DICTATION \$ 3.64 PER PG.

Vendor Name: Bureau of Office Services, Inc.  
Representative: Richard E. Plasecki, President/CEO  
Signature:   
Date: 03/08/2010

RFQ No. INS10002STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: Bureau of Office Services, Inc.Authorized Signature: Richard E. Pleschke Date: 03/08/2010State of IllinoisCounty of DuPage, to-wit:Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of March, 2010.My Commission expires October 7, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC

Judy D. Everhart



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.

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: (N/A) Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



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

# Request for Quotation

RFQ NUMBER  
**INS10002**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**VENDOR**  
 RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]

**SHIP TO**  
 INSURANCE COMMISSION  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540 304-558-3707

DATE PRINTED <b>02/21/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **03/09/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 02/10/2010.						
THE BID OPENING DATE IS EXTENDED:						
FROM: 02/24/2010						
TO : 03/09/2010						
0001	1	LS		961-72		
TRANSCRIPTION SERVICES						
EXHIBIT 10						
REQUISITION NO.: INS10002						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Richard E. P...ki</i>	TELEPHONE <b>(800) 5-BUREAU [528-7328]</b>	DATE <b>03/08/2010</b>
TITLE <b>President/CEO</b>	FEIN <b>36 239 1254</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

# Request for Quotation

RFQ NUMBER  
**INS10002**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY**  
**304-558-8801**

RFQ COPY

**TYPE NAME/ADDRESS HERE**  
 Bureau of Office Services, Inc.  
 361 S. Frontage Road, Suite 125  
 Burr Ridge, IL 60527-6175  
 (800) 5-BUREAU [528-7328]

SHIP TO

**INSURANCE COMMISSION**  
  
 1124 SMITH STREET  
 CHARLESTON, WV  
 25305-0540      304-558-3707

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/21/2010				

BID OPENING DATE: **03/09/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	--------	-------------	------------	--------

acknowledged  
 NO. 1 .....  
 NO. 2 .....  
 NO. 3 .....  
 NO. 4 .....  
 NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.

VENDOR MUST CLEARLY 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.

*Richard E. Pender*  
 .....

SIGNATURE

..... Bureau of Office Services, Inc. ....

COMPANY

March 8, 2010

.....

DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

----- END OF ADDENDUM NO. 1 -----

SIGNATURE <i>Richard E. Pender</i>		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <b>President/CEO</b>	FEIN <b>36 239 1254</b>	TELEPHONE <b>(800) 5-BUREAU [528-7328]</b>	DATE <b>03/08/2010</b>
ADDRESS CHANGES TO BE NOTED ABOVE			

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

INS10002

Addendum No. 1

1. Is dictation done via the Dictaphone Enterprise system?

Answer: Currently, dictation is being done through digital Dictaphone Boomerang in the decision process and cassette tapes are being used in the hearing process. However, we anticipate that we will be going to a new digital system in the near future. The exact system is unknown at this time.

2. If dictation is done via the Dictaphone Enterprise system, would another system also be needed for dictation?

Answer: Refer to answer from question #1.

3. There is mention of an Attachment A. It was not included in the RFQ package. Can this be sent out?

Answer: Yes, Attachment A was inadvertently omitted from the original RFQ.

4. Is there a current contract for this work?

Answer: Yes

5. If so, who is the vendor and what is the current contracted pricing?

Answer: Current vendor is LS Services, Inc. Current contract pricing is as follows: Transcribing hearings from cassette tapes \$1.25 per page; Transcribing telephone dictation \$4.00 per page.

6. Does the vendor have to register with the Purchasing Division prior to submitting a bid, or can we register after notification of award?

Answer: A Vendor does not have to be registered to submit a bid to the State of West Virginia. If you are an apparent low bidder on this project, you will be notified to become registered if you are not. A Vendor must be registered prior to award.

7. Part 2 a of the SOW states that the vendor must be available to pickup cassettes in person. Is it acceptable for the vendor to use a courier service to pick up the tapes?

Answer: Yes

8. In the past, how often did you actually require the vendor to pick up in person?

Answer: Once per week.

9. What is the approximate length of the hearings tapes (in minutes or pages after transcription)?

Answer: The average hearing transcript consists of 16 pages.

10. Can you provide a sample of the "mini pages" used for the hearings?

Answer: Yes

11. The RFQ requires a searchable database. Do you envision that database being on-line, or do you want updates sent to you for downloading onto your computer?

Answer: No

12. Who is the incumbent supplier?

Answer: Refer to answer from question #5.

13. What are the current per page rates for dictation and transcription respectively?

Answer: Refer to answer from question #5.

14. Are there any opportunities for selling copies to the parties involved or is that not permitted?

Answer: No

15. Are you exclusively using the Dictaphone Enterprise System for your dictation?

Answer: Refer to answer from question #1.

16. Will the chosen supplier only be required to have the ability to accept information from the Dictaphone Enterprise System or will the supplier be required to send information to your Dictaphone Enterprise System as well?

Answer: The successful vendor will be required to accept information from Dictaphone Enterprise System only.

17. How heavily does the previous experience of a supplier factor into your decision making regarding the choice of a supplier?

Answer: Previous experience is not a factor. The lowest bid meeting the requirements set forth in the specifications will be awarded the contract.

18. Is it possible to receive samples of a transcript and a decision (The RFQ refers to an attached example of a decision, yet none was found in the packet received)?

Answer: Yes, Attachment A was inadvertently omitted from the original RFQ.

19. Can you please make available the following information about the current contract:

a) The Vendor name:

Answer: Refer to answer from question #5.

b) The per page pricing (for hearings and decisions/orders):



Answer: Refer to answer from question #5.

- c) Spending under this contract for 2009:

Answer: The expenditures for calendar year 2009, was approximately \$75,000.00

- d) The length of the contract?

Answer: The original contract was 12 months with two, one year renewals for a total of 36 months.

20. How will cassette tapes for hearings (as distinct from recordings of decisions/orders) be delivered to the vendor? Like decisions/orders that are recorded to cassette due to technical malfunction, will this delivery be via postal mail?

Answer: Cassette tapes for hearing are picked up by the vendor once per week.

21. In what situation would the requirement for "in-person pick-up be exercised? How frequently will you require this service?

Answer: Refer to answer from question #20.

22. Is a third-party messenger, such as FedEx or a messenger service, an acceptable form of "in person pick-up?"

Answer: Yes

23. Do we need to return tapes you send us under the contract? If yes, please specify your preferred delivery method, frequency and timeframe.

Answer: Yes. Transcribed tapes may be dropped off by the vendor in their weekly pick-up of hearing tapes.

24. Is there a deadline for transcription of hearings? Decisions/orders are due to be delivered in 48 hours, does this deadline also apply to hearings?

Answer: No, but our preference is within two weeks from receipt.

25. What shipping methods are acceptable for the delivery of the hearing transcripts, which we are required to print on "20# White bond" paper?

Answer: Any reliable delivery method is acceptable.

26. Do you have a preferred security method for electronic document transfer (file password-protection/secure FTP/PGP encryption)? What security method is currently in use?

Answer: The Office of Judges currently receive documents from the vendor through a secure site with password protection/encryption.

27. On average, what is the length (number of pages) of a hearing transcript?

Answer: Refer to answer from question #9.

28. Attachment A was not included in the downloaded document. Can this be sent out?

Answer: Refer to answer from question #3.

29. While I can find information regarding the volume of work for Decisions and Orders, I can not find anything for Hearings other than there are approximately 70 Hearings per month. Would you please give us some additional information on estimated volume?

Answer: Refer to answer from question #9.

30. With mention of a required Certification and an index indicating Direct, Cross, Redirect, and Re-cross, I wonder if the Hearings need to be transcribed Verbatim?

Answer: Yes

31. Would you please give us the name of the current Vendor, and their rate?

Answer: Refer to answer from question #5.

32. Who is the current vendor?

Answer: Refer to answer from question #5.

33. When does the current contract expire or is it being terminated for other reasons?

Answer: The current contract expires February 28, 2010 and we have exhausted all renewals options.

34. Were any special terms and conditions negotiated beyond the general terms and conditions provided in the RFP?

Answer: No, all terms and conditions are defined in the RFQ.

35. What is the current contract pricing per page for:

a) Transcription from cassettes for Office of Judges hearings.

Answer: Refer to answer from question #5.

b) Transcription from decisions and orders.

Answer: Refer to answer from question #5.

c) Any additional charges from contractor.

Answer: No.

36. What is the annual budget approved for this contract?

Answer: This information is not available.

37. How much was billed and paid in the last year of the current contract?

Answer: Refer to answer from question #19 c.

38. Section 3 "Project" describes volume estimates and format requirements. Office of Judges hearings estimates 70 hearings per month recorded on cassettes.

a) What is the average length in minutes per hearing?

Answer: Varies

a) How many cassettes per month are provided?

Answer: Varies

b) Average number of pages per hearing produced in the format required?

Answer: Refer to answer from question #9.

39. Can you provide sample transcriptions of Office of Judges hearings and Decisions/Orders (meant to be Attachment A to the RFQ?) in the required format?

Answer: Refer to answer from question #3.

40. How are the cassettes for Office of Judges hearings delivered to vendor and with what frequency?

Answer: Refer to answer from question #20.

41. Scope of Work states that "...vendor be available for in-person pickup of cassettes..."

a) Is vendor required to have a local office?

Answer: No

b) May vendor provide pickup services via an accredited courier service?

Answer: Yes

c) Under what circumstances and how often is on-site pickup required?

Answer: Vendor picks up tapes from hearings once per week and no additional on-site pickup is required.

42. When does the 48 hour turnaround time (TAT) commence?

Answer: The turnaround time commences when a decision is electronically delivered. (48 hour rule does not include weekends during the period 5:00 p.m. Friday to 8:00 a.m. on Monday.)

43. Searchable database requirement

- a) Where does the database reside – at the vendor site or on Insurance Commission hardware on their premises?

Answer: Vendor site

- b) Who operates and administers the database?

Answer: Vendor

- c) As the vendor is required to retain a "copy" of the electronically transmitted documents for only a 45 day period, how would the vendor provide search capability as desired for the required data after that time?

Answer: Whatever method the vendor chooses to use.

44. If a bidder is not currently registered with the state Purchasing website, how will we receive updates and amendments to the RFQ? We are currently in the registration process but do not want to miss timely information while that is accomplished.

Answer: If you are not currently registered, you may obtain copies of all addendums by contacting our bid request line at 304-558-2306.

45. What are the evaluation criteria for this bid?

Answer: Lowest bid meeting the requirements set forth in the specifications for this RFQ. By submitting a bid, the vendor is agreeing to meet all requirements.

46. Prior to any award, the apparent successful vendor must be properly register with the Purchasing Division and have paid the required \$125.00:

a) How do we pay the fee? Answer: The successful vendor must complete a WV-1 Vendor Registration and Disclosure Statement and submit a check or money order made payable to "State of West Virginia" in the amount of \$125.00. To expedite the process, credit card payments are also accepted, please call 304-558-2311.

b) What exactly does this fee do? Answer: Being registered with the WV Purchasing Division, you gain access to the WV Purchasing Bulletin which contains information on purchasing requirements in excess of \$25,000.00.

c) Is it for this RFP? Answer: No, but if you are the apparent low bidder, you will be required to become registered prior to receiving the award.

47. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirement by any state or local agency of West Virginia, including but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Dept., and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities. Is there anything we need to complete?

Answer: It is the Vendor's responsibility to ensure proper licensing.

48. Is the vendor's FEIN number mandatory? Will the vendor's social security number suffice?

Answer: No, an FEIN number is not mandatory. The vendor may use a social security number.

49. Do licensing and registration requirements need to be verified prior to the vendor submitting quotation, February 24, 2010??

Answer: A Vendor must be properly licensed to do business in the State of West Virginia prior to submitting their bid.

50. Does the vendor have to conduct operations in a commercial space or will a residential office suffice?

Answer: No requirement

51. Is a reporter required to attend and record the hearings? If not, are cassettes the only media used for recording hearings and is an annotation of the proceedings provided with the recordings, along with names of parties, et cetera?

Answer: No. Currently we are using cassettes but the OOJ is investigating possibility of digital recording. No annotation provided.

52. What is the turnaround time for the delivery of hearing transcripts; i.e., 10 business days?

Answer: Refer to answer from question #24.

53. Is a teleconferencing service acceptable to record dictation of decisions?

Answer: No, the current system (DES) used by the judges requires them to dictate into Boomerang and the digital recording is stored on their computer and goes to the vendor who has the DES set up on their end.

54. Please clarify what pages of the RFQ are required to be returned? Would pages 6, 16-19 be correct?

Answer: These pages would be acceptable.

## Attachment A

**STATE OF WEST VIRGINIA  
WORKERS' COMPENSATION OFFICE OF JUDGES  
P.O. Box 2233, Charleston, WV 25328  
Telephone (304) 558-0852**

IN THE MATTER OF:

RE: OOJ Case ID: OOJ-A

CLAIMANT

JCN:

and

CRN:

EMPLOYER

D.O.I.:

**DECISION OF ADMINISTRATIVE LAW JUDGE**

**PARTIES:**

Claimant, by counsel,  
Employer, by counsel,

**ISSUE:**

The claimant protested the Claim Administrator's Order dated January 20, 2009 that denied a reopening of this claim for temporary total disability benefits.

**DECISION:**

It is ORDERED that the Order dated January 20, 2009, is AFFIRMED.

**RECORD CONSIDERED:**

Please see attached Record to be Considered.

**FINDINGS OF FACT:**

1. The claim administrator issued an Order January 20, 2009, denying the December 15, 2008, request to reopen this claim for temporary total disability benefits, as the evidence submitted did not establish that the claimant's condition was caused by the compensable injury. The Order further stated, "There is insufficient objective medical evidence to relate the current complaints to the compensable injury of March 27, 2007. This Decision was based primarily on the following: Claim Reopening Application for Temporary Total Disability/Wage Replacement Benefits signed by Dr. Stephen Mascio on December 15, 2008." The claimant protested this Order.



2. The employer submitted the Employee's and Physicians' Report of Injury dated March 19, 2007. The claimant twisted his back at work on March 7, 2007. Dr. Stephen Mascio, D.O., treated the claimant on March 19, 2007, and diagnosed him with lumbosacral strain with bilateral lower radiculopathy due to an occupational injury. He noted the claimant would be off work for less than four days and could return to modified work including no lifting of over 25 pounds and no repetitive bending/climbing.

3. The employer submitted the Claim Administrator's Order dated March 27, 2007, holding this claim compensable for 724.4, unspecified thoracic/lumbar neuritis and 846.0, sprain/strain lumbosacral region.

4. The employer submitted the MRI report dated March 28, 2007, by Jae M. Koh, M.D. The impression was mild degenerative desiccation of intervertebral disc at L5-S1 but was otherwise negative.

5. The employer submitted the report from Mark A. Fye, M.D. dated April 12, 2007. The claimant was referred by Dr. Mascio status post work-related injury occurring a month ago. He twisted his low back and had been off work for the last month. The claimant's MRI is normal with mild disc desiccation at L5-S1, but no disc herniation or neurologic compression. There was no instability noted. On examination, gait was normal. He could heel and toe walk without difficulty and range of motion was normal. The claimant had some discomfort to palpation over the left paraspinal musculature from L2 through L4. There was no obvious spasm. He was neurologically intact in both lower extremities. Based on his examination and the claimant's MRI, Dr. Fye recommended continued non-operative management with physical therapy and anti-inflammatories.

6. The claimant submitted the report of the independent medical evaluation by Dr. Waleed Mansour dated July 27, 2007. Under the clinical synopsis, it was stated "The claimant followed up with Stephen Mascio, D.O., on March 19, 2007. He presented with continued low back pain, numbness radiating down his right lower extremity." The diagnoses were thoracic or lumbosacral radiculitis/neuritis, unspecified, and lumbosacral sprain. Dr. Mansour found the claimant to not be at maximum medical improvement as his condition had not stabilized and fundamental, functional and physiological change could be expected in the condition with continued medical treatment and rehabilitation. The claimant was working without the necessity for modified work. Dr. Mansour deferred an impairment rating and recommended the claimant undergo an FCE and an EMG/nerve conduction studies.

7. The employer submitted the Claim Administrator's Order dated August 13, 2007, that closed this claim for temporary total disability benefits as medical evidence had not been received showing the claimant continued to be totally disabled.

8. The employer submitted the report from Sami Sakla, M.D. dated September 10, 2007. The claimant was treated for chronic low back pain. He denied any pain through his lower extremities and stated that the tingling and numbness he used to have in his lower extremities had completely resolved over the last four weeks. The claimant stated physical therapy had decreased his pain quite a bit. Dr. Sakla advised the claimant to continue with physical therapy since it had been helping to diminish his pain. He also recommended Dr. Mascio prescribe a non-steroidal anti-inflammatory medication.

9. The employer submitted the Claim Administrator's Order dated November 28, 2007, that closed this claim for rehabilitation services, as the claimant returned to work with the pre-injury employer and his pre-injury job.

10. The employer submitted the report from Joseph Grady, M.D. dated December 14, 2007. The claimant reported that he continued to have problems of lower back pain and indicated that he has some residual radiation of discomfort from the lower back into both of his lower extremities in the form of stabbing pain. The claimant was found to be at maximum medical improvement. It was noted he was currently working as a mechanic for the Department of Highways. Dr. Grady found 5% whole person impairment due to the compensable injury.

11. The employer submitted the Claim Administrator's Order dated January 23, 2008, granting the claimant a 5% permanent partial disability award pursuant to the December 14, 2007, report from Dr. Grady.

12. The claimant submitted the Office of Judges Order Dismissing Protest and Affirming Decision dated April 11, 2008, as the claimant withdrew his protest to the Claim Administrator's Order dated January 23, 2008 that granted the claimant a 5% permanent partial disability award.

13. The claimant submitted the report from Stephen Mascio, M.D. dated December 15, 2008. The claimant re-aggravated his lower back while putting on his socks. He felt a "pop" in his lower back, which is the same area as the previous injury. He has low back pain radiating down the right leg. He was taken off work and wants to reopen his old claim. The diagnoses were sprain of lumbosacral joint and lumbar radiculopathy.

14. The employer submitted the Claim Reopening Application for Temporary Total Disability/Wage Replacement Benefits signed by Stephen H. Mascio, D.O., on December 15, 2008. The claimant filed the application due to an aggravation and/or progression of his condition that occurred when he bent over to put socks and felt something "pop" in his back. The pain is located in the same area as the past injury. The claimant has pain in the low back radiating down the right leg. The claimant is temporarily and totally disabled from December 15, 2008, through December 22, 2008.

15. The claimant submitted the report from Stephen Mascio, M.D. dated December 22, 2008. The claimant continued to experience low back pain radiating down the right leg. He was taken off of work. The diagnoses were sprain of lumbosacral joint and lumbar radiculopathy.

16. The claimant submitted the report from Stephen Mascio, M.D. dated January 20, 2009. The claimant continued to experience low back pain. An MRI was scheduled. He remained off of work. It was noted he was awaiting his administrator to reopen his claim.

17. The claimant submitted the report from Stephen Mascio, M.D. dated January 26, 2009. The claimant continued to experience low back pain radiating into the right leg. He noticed slight improvement. He remained off of work. It was noted the administrator denied reopening of the claim.

18. The claimant submitted the report by Stephen Mascio, M.D. dated February 9, 2009. The claimant continued to experience low back pain radiating to both lower extremities. He continued off of work. He has an upcoming appointment with Dr. Bejjani.

19. The claimant submitted the report from Stephen Mascio, M.D. dated March 10, 2009. The claimant continued to experience low back pain radiating down the right leg. During his recent visit, Dr. Bejjani recommended physical therapy. He remained off of work and the reopening of the old claim was still pending.

20. The claimant submitted the report from Stephen Mascio, M.D. dated May 5, 2009. The claimant continued to experience low back pain radiating down the right leg. He had a second injection by Dr. Sakla and noticed improvement. He was currently off of work.

21. The claimant submitted the report from Stephen Mascio, M.D. dated June 30, 2009. The claimant continued to experience low back pain. He finished a series of three injections with Dr. Sakla. He recently saw Dr. Bejjani, who recommended a CT myelogram. The claimant was currently off of work.

22. The claimant submitted a closing argument dated July 27, 2009. It was the claimant's position that he is entitled to a reopening of his claim and temporary total disability benefits should be paid for the period December 15, 2008, through June 30, 2009, for an aggravation of this compensable injury, as the pain he suffered pulling on his socks was in the same area as his past injury.

23. The employer submitted a closing argument dated September 9, 2009. The employer argued the claimant suffered a new onset of right sided low back pain when he bent over to put on his socks. However, the pain following the

compensable injury was focal to the left. It was the employer's position that the evidence of record supported the conclusion that the claim administrator appropriately denied reopening of this claim for temporary total disability benefits.

### DISCUSSION:

For purposes of obtaining a reopening of a workers' compensation claim under the provisions of *W. Va. Code* §§23-5-2 and 23-5-3 the claimant must make application in writing showing a progression or aggravation of the compensable condition or some other fact or facts which were not previously considered that would entitle the claimant to greater benefits than he/she has already received.

As defined in Harper v. State Workmen's Compensation Commissioner, 160 W.Va. 364, 234 S.E.2d 779 (1977), "cause" for further adjustment of an award has been interpreted as a showing of a *prima facie* cause which means nothing more than any evidence which would tend to justify, but not compel, the inference that there has been a progression or aggravation of the former injury.

The issue is whether the event that caused the progression or aggravation of the claimant's compensable injury was a normal consequence that flowed from the injury or if it were an independent intervening event. In Wilson v. Workers' Compensation Commissioner, 174 W.Va. 61, 328 S.E.2d 485 (1984), the West Virginia Supreme Court held:

"[A]s a general rule, if a worker's compensation claimant shows that he received an initial injury which arose out of and in the course of his employment, then every normal consequence that flows from the injury likewise arises out of the employment. If, however, a subsequent aggravation of the initial injury arises from an independent intervening cause not attributable to the claimant's customary activity in light of his condition, then such aggravation is not compensable."

The court found in Wilson, supra, that the claimant Wilson had suffered a progression or aggravation of his compensable back injury when he was lifting a child at his home. The claimant had testified that he had had continuing problems with his back upon lifting objects and his physician testified that the subsequent back problem was an aggravation of the compensable injury.

*W. Va. Code* §23-4-1g provides that the resolution of any issue shall be based on a weighing of all evidence pertaining to the issue and a finding that a preponderance of the evidence supports the chosen manner of resolution. The process of weighing evidence shall include, but not be limited to, an assessment of the relevance, credibility, materiality and reliability that the evidence possesses in the context of the issue presented. No issue may be resolved by allowing

certain evidence to be dispositive simply because it is reliable and is most favorable to a party's interests or position. The resolution of issues in claims for compensation must be decided on the merits and not according to any principle that requires statutes governing workers' compensation to be liberally construed because they are remedial in nature. If, after weighing all of the evidence regarding an issue, there is a finding that an equal amount of evidentiary weight exists for each side, the resolution that is most consistent with the claimant's position will be adopted.

Preponderance of the evidence means proof that something is more likely so than not so. In other words, a preponderance of the evidence means such evidence, when considered and compared with opposing evidence, is more persuasive or convincing. Preponderance of the evidence may not be determined by merely counting the number of witnesses, reports, evaluations, or other items of evidence. Rather, it is determined by assessing the persuasiveness of the evidence including the opportunity for knowledge, information possessed, and manner of testifying or reporting.

At issue is whether the claimant suffered an aggravation or progression of his compensable injury rendering him temporarily and totally disabled. The claim administrator denied a reopening for temporary total disability benefits because the evidence submitted did not establish that the claimant's current condition was caused by his compensable injury. The claimant argued that he was entitled to temporary total disability benefits for the period December 15, 2008, through June 30, 2009, for an aggravation of his compensable injury because the pain he suffered while pulling on his socks was in the same area as the occupational back injury. The employer argued that the claimant experienced right sided back pain when he bent to put on his socks, and this pain is distinct from the prior left sided pain.

In this case, the preponderance of the evidence shows that the claimant did not suffer an aggravation or progression of his compensable injury. The claimant suffered a twisting injury to his back March 7, 2007. The claim was held compensable for unspecified thoracic/lumbar neuritis and sprain/strain lumbosacral region. The claimant reached maximum medical improvement and was granted a permanent partial disability award December 15, 2007. The December 15, 2008, report from Dr. Mascio indicated the claimant aggravated his lower back pain while putting on his socks. On December 22, 2008, Dr. Mascio diagnosed the claimant with lumbosacral joint sprain and lumbar radiculopathy. The act of putting on his socks constituted an independent intervening cause within the meaning of Wilson, *supra*, particularly in light of the MRI evidence made within weeks of the occupational injury showing mild degenerative desiccation of the lumbar spine. Also, the original injury, which occurred on March 7, 2007, was held compensable for thoracic/lumbar neuritis and sprain/strain lumbosacral region. The subsequent injury has a diagnosis of sprain of lumbosacral joint and lumbar radiculopathy. These diagnoses were not

OOJ Case ID: OOJ-A

made until nearly two years after the original injury. Pursuant to 85 CSR 20, § 37.5, the estimated duration of care for a low back sprain/strain is zero to four weeks, not to exceed eight weeks. The record shows that the claimant's initial lumbar sprain had healed by December 14, 2007, the date Dr. Grady's independent medical evaluation report. Although the initial diagnosis of thoracic/lumbar neuritis is similar to the subsequent diagnosis of lumbar radiculopathy, the current symptoms are attributable to the mild degenerative desiccation of the lumbar spine, as opposed to the relatively minor initial injury.

Therefore, the Claim Administrator's Order dated January 20, 2009, is affirmed.

**CONCLUSIONS OF LAW:**

The claimant did not suffer an aggravation or progression of his occupational injury.

Therefore, the Claim Administrator's Order dated January 20, 2009, is **AFFIRMED**.

**APPEAL RIGHTS:**

Under the provisions of *W.Va. Code §23-5-12*, any aggrieved party may file a written appeal within thirty (30) days after receipt of any decision or action of the Administrative Law Judge. The appeal shall be filed with the Board of Review at P.O. Box 2628, Charleston, WV, 25329.

DATE: November 30, 2009

---

Administrative Law Judge

cc:

WORKERS' COMPENSATION OFFICE OF JUDGES

and Claimant } OOJ ID No.  
----- }  
Employer }

Transcript of proceedings held in the Veterans Square, 320 Adams Street, Suite 102, Fairmont, WV, on the 14th day of January, 2010.

BEFORE: JOSEPH MANCUSO, Administrative Law Judge

APPEARANCES: Claimant in person & represented by: WILLIAM GALLAGHER, Atty at Law 1413 Eoff Street Wheeling, WV 26003

PATRICIA MCENTEER, Atty at Law 2500 Brooktree Road, Suite 100 Wexford, PA 15090 representing the Employer

cc: WILLIAM GALLAGHER  
PATRICIA MCENTEER

L S Services  
(740) 377-9411

FEB 02 2010

17

OOJ ID No.

2

INDEX

Witness

Cross by  
Ms. McEnteer

4

L S Services  
(740) 377-9411

OOJ ID No.

3

1 JUDGE MANCUSO: This is claim number A309-002306.  
2 The Claimant is 1- the Employer is  
3 2- . We're here this morning on the  
4 Claimant's protest to the Claim Administrator's  
5 Order of October 15, 2009, which closed the claim  
6 for temporary total disability benefits and medical  
7 benefits. Let the reflect that the Claimant appears  
8 in person but is represented by counsel, Mr.  
9 William Gallagher out of Wheeling, West Virginia.  
10 Let the record further reflect that the Employer  
11 appears by counsel this morning.  
12 MS. MCENTEER: Patricia McEnteer.  
13 JUDGE MANCUSO: Address, please.  
14 MS. MCENTEER: Wexford, Pennsylvania. Do you  
15 need the street address?  
16 JUDGE MANCUSO: It just helps for whenever they get...  
17 MS. MCENTEER: It's 2500 Brooktree Road, Suite 100,  
18 Wexford, Pennsylvania, 15090.  
19 JUDGE MANCUSO: we're here this morning  
20 on your protest. So if there's something you want  
21 to say at this time, that's fine. If not, I believe the  
22 Employer's counsel has some questions for you.  
23 CLAIMANT: That's fine, yeah.

L S Services  
(740) 377-9411

OOJ ID No.

4

1 JUDGE MANCUSO: Would you please raise your right  
2 hand? Do you solemnly swear or affirm the  
3 testimony you give this morning will be the truth?  
4 Just say yes or no.  
5 CLAIMANT: Yes.  
6 JUDGE MANCUSO: You may inquire.  
7 MCINGER: Okay, thank you.  
8 (Claimant sworn)  
9 THEREUPON,  
10  
11 the Claimant herein, being duly sworn, testified as follows:  
12 DIRECT EXAMINATION  
13 BY MS. MCENTEER:  
14 Q since the order was issued on October 15,  
15 2009, have you made any effort to obtain evidence  
16 from Dr. Miller in support of your protest?  
17 A Yes.  
18 Q And what were those efforts?  
19 A I have his whole written, and you should have received  
20 also from the lawyer his findings, what he wanted  
21 me to continue, treatment, going to therapy, do a  
22 MRI which was received.  
23 Q Okay, are you referring to the medical, just his medical

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- 1 records?
- 2 A Yes.
- 3 Q You didn't attempt to obtain any type of report from
- 4 him?
- 5 A I did attempt to get another appointment made as a
- 6 follow-up before the hearing, and they would not
- 7 request it. And my lawyer said he would take care
- 8 of it.
- 9 Q Now you would admit that you no longer have any rib
- 10 pain; correct?
- 11 A Right, yeah.
- 12 Q So your rib pain, your rib contusion, you'd admit you
- 13 have no problems with that?
- 14 A The rib problem is fine, yeah.
- 15 Q Okay. Now with respect to the medical records that
- 16 were submitted to you by your counsel, they reflect
- 17 that you didn't make any low back complaints from
- 18 June 1, 2009 through July 29, 2009. Would you
- 19 agree with that?
- 20 A No.
- 21 Q And why don't you agree with that?
- 22 A It's on the MonGeneral report, the EMT report, Dr.
- 23 Miller, physical therapy. Everything, very first day.

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- 1 Right on the very first report from MonGeneral.
- 2 Q Okay, but I'm saying after June 1, 2009, that's when
- 3 you were seen at MonGeneral; correct?
- 4 A June 1<sup>st</sup> was the day I was seen at MonGeneral.
- 5 Q Yes.
- 6 A Yes.
- 7 Q From June...after June 9<sup>th</sup> through July 20<sup>th</sup>, when you
- 8 first saw Dr. Miller, you made no complaints of low
- 9 back pain during that period?
- 10 A No, all along I did. All along I made...JUDGE
- 11 GREENE:
- 12 Q Now you would agree that you made a difference
- 13 between your hip pain and your back pain to your
- 14 therapist; correct?
- 15 A Oh, yes.
- 16 Q And you would tell her, okay, my hip hurts compared to
- 17 oh, it's my back that's hurting; correct?
- 18 A Right. I always say it like this. Anytime anybody asks
- 19 me where the pain is, I go like this. They say well,
- 20 that's in your back. I get confused. I have a hard
- 21 time. I've always said my back is here and my butt
- 22 is here, but it's right in my back.
- 23 Q And you were pointing towards your back?

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- 1 A Right in my back, yes.
- 2 Q And so if you had said oh, my back hurts to your
- 3 therapist that's what you would have informed her;
- 4 correct?
- 5 A Yes.
- 6 Q Okay. And now you admit that you also had a prior hip
- 7 injury; correct?
- 8 A Uh-huh.
- 9 Q And that resulted in surgery?
- 10 JUDGE MANCUSO: You have to say yes or no.
- 11 CLAIMANT: I'm sorry. Yes.
- 12 BY MS. MCINGER:
- 13 Q And that...you underwent surgery for that; correct?
- 14 A Yes, in '99.
- 15 Q And have you had any follow-up treatment with respect
- 16 to that, your ribs (sic) since then?
- 17 A No, that wasn't to do with my ribs. That was just my
- 18 hip.
- 19 Q I'm sorry, I apologize.
- 20 A No, no. I went to them and all and they finally informed
- 21 me that they could not do any more, that the
- 22 treatment there was done. That was in '99, and I
- 23 have not had any problem whatsoever with

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- 1 anything since that was done.
- 2 Q So you had no hip complaints following 1999?
- 3 A No, ma'am.
- 4 Q And who did you treat with?
- 5 A Dr. Thrush in Fairmont.
- 6 Q Anybody else?
- 7 A I actually got hurt in Virginia. So there's a couple of
- 8 doctors out there. I don't know their names right
- 9 offhand. It's been like I said since '99 or '98. I had
- 10 other doctors out there. And actually when it
- 11 fractured it didn't show up on like x-ray right off. I
- 12 mean I was back to work the next day, fractured
- 13 rib...or fractured hip and everything else and by
- 14 the day...I worked that whole next day and that
- 15 evening I couldn't walk. It didn't show up on an x-
- 16 ray until like five weeks later.
- 17 Q Okay, that's fine. I don't want to get into it.
- 18 A Oh, okay.
- 19 Q I just wanted to know who you treated with with respect
- 20 to that injury.
- 21 A Right, okay.
- 22 Q And that would be Dr. Thrush from Fairmont.
- 23 A Yes, Dr. Thrush.

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- 1 Q And did you treat with your family physician as a result  
2 of that injury?
- 3 A I didn't have a family physician at that time.
- 4 Q Now you have had prior back injuries; correct?
- 5 A Yes, on the left side of my back. I've never had any  
6 problem with the right side.
- 7 Q And you never reported when you first informed Dr.  
8 Miller of back pain, you didn't differentiate between  
9 left and right; you just said back pain, right? It  
10 wasn't until later visits that you said oh, it was  
11 only...my prior back pain was only on the left,  
12 correct?
- 13 A That pain I had before was only on the left, yes. And  
14 yeah, to him the only thing I ever said to him is  
15 right back pain. And I never have dealt with back  
16 pain on the right side before. And I never had any  
17 pain my right side of my back even when I broke  
18 my hip.
- 19 Q Who did you treat with as a result of your back injuries?
- 20 A With Dr. Miller who's an orthopedic doctor.
- 21 Q I'm not...
- 22 A Now, I did...oh, you mean from...
- 23 Q Prior, your prior back injuries.

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- 1 A Gosh, like I said that was the left side. That was  
2 probably 20 years ago. I worked at Piedmont  
3 Hospital in (inaudible). The doctor's name I cannot  
4 remember his name.
- 5 Q There was also records to that work injury as well as to  
6 two other injuries, one that happened on vacation.
- 7 A Yeah, that was after I got hurt on the job and stuff  
8 there. I had just bought a new house, and I was  
9 taking drywall down around it and I twisted, had a  
10 real sharp pain in my back and went down on my  
11 knees.
- 12 Q And who has been your family physician for the last ten  
13 years?
- 14 A Peggy Phillips.
- 15 Q How long have you treated with her, the whole ten  
16 years?
- 17 A Oh, my. Well, I was actually seeing a Dr. Parsons and  
18 then I went back to Dr. Peggy Phillips, which she's  
19 a nurse practitioner. Now they would not agree to  
20 me seeing her as a doctor. They wanted me to go  
21 to an orthopedic doctor, which was great. I mean I  
22 didn't have a bit of a problem with going to him.
- 23 Q But prior she's been...how long has she been your

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- 1 family physician?
- 2 A Oh, boy, years and years ago. And then I left her and  
3 went back. Probably for the good last...what, five  
4 years, four or five years, something like that.
- 5 Q And you're also on medication for restless leg  
6 syndrome; correct?
- 7 A Right.
- 8 Q And how long have you been taking medication for  
9 that?
- 10 A Probably what, a couple of years probably. I didn't  
11 even know what it was.
- 12 Q And who treats you for that?
- 13 A Peggy Phillips.
- 14 Q And you also have a history of back arthritis; correct?
- 15 A Low back, yes. Yes, I had lower back arthritis. They  
16 classify it as arthritis, but it was always just on this  
17 left side of my back. So I don't know...
- 18 Q And who did you treat with for that?
- 19 A I think it was Peggy Phillips on that, I do believe.
- 20 Q When was the last time you received treatment for that  
21 condition?
- 22 A Oh, it's been a long time. I ain't never...it's just like  
23 going away. I ain't had no problem with it.

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- 1 Q Now with respect to your hip, would you agree that your  
2 hip has fully recovered?
- 3 A Oh, yes. Yeah, it was...I ain't had no problem with it.  
4 I've worked, you know, where I work how almost  
5 five years, going on five years.
- 6 Q I'm speaking right now currently.
- 7 A Yes.
- 8 Q Your hip is fully recovered?
- 9 A Yes. I never had no problem like I say. I'd say it is,  
10 yes.
- 11 Q And so the only thing that you're complaining about is  
12 low back complaints?
- 13 A Low back and my leg. My leg gets real weak, yes. I  
14 twisted it like...the morning I fell it like twisted  
15 under the asphalt roller I was running. They  
16 thought I actually broke...rebroke my hip or broke  
17 my leg, but it wasn't broke. But it like twisted in  
18 there somehow. Because they told me I broke  
19 something then, because I was laying on the  
20 ground, you know.
- 21 Q You haven't had any...received any treatment for your  
22 leg complaints?
- 23 A Just therapy and stuff like that, just because my leg is

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1 real weak. I can't put all my weight on my leg still.  
 2 I mean I can't...like going up a set of steps or  
 3 something like that, I walk like I'm some kind of  
 4 invalid or something because I can't put my weight  
 5 on that leg.  
 6 Q And you acknowledge that your one leg, your right leg  
 7 is shorter than your left leg; correct?  
 8 A Yes.  
 9 Q Now does that make you walk with a limp?  
 10 A I never noticed it. When they checked it that day, I do  
 11 have a certain amount of limp but I never noticed  
 12 how bad it was until Dr. Miller and I think  
 13 Brockmeyer (phonetic) said something about it  
 14 being off a little bit, like a quarter of an inch or  
 15 something like that.  
 16 Q Do you wear any type of orthopedic device for your  
 17 leg?  
 18 A No.  
 19 Q Are you on any medication for your leg?  
 20 A Do you mean like just pain killers?  
 21 Q Anything, any specific treatment for your leg?  
 22 A No. I've been going to therapy, yeah. But pain killers,  
 23 I'm taking like Dolobid, Dolobid two or three times

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1 a day depending on the pain. And actually I've not  
 2 been able to afford to get that since I was cut off.  
 3 Like I say, I can't afford the prescription.  
 4 Q What do your leg...I'm sorry.  
 5 A That's okay.  
 6 Q What do your daily living activities consist of?  
 7 A Now?  
 8 Q Yes.  
 9 A Not much. I barely leave my house. I don't drive. I  
 10 drive occasionally, but it just about kills me. It kills  
 11 me to ride in a vehicle. I mean it just hurts so bad  
 12 usually I can't get out and walk once I get out of  
 13 the car. But usually my wife drives me or  
 14 whatever. But like I said, I do drive; but I don't  
 15 drive...to go anywhere very far from where I live, I  
 16 just can't do it.  
 17 Q Do you perform any type of household chores?  
 18 A Not any more.  
 19 Q Any activities?  
 20 A Not really, no. I can count the number of times I've  
 21 been out of my house to do anything on my hands.  
 22 Q Have you looked for any type of work since your injury?  
 23 A No.

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1 Q Are you undergoing any type of therapy right now?  
 2 A No, they cut everything off. And like I said, I basically  
 3 cannot afford to do it on my income. They will not  
 4 authorize anything else.  
 5 MS. MCENTEER: I have no further questions. Thank  
 6 you.  
 7 JUDGE MANCUSO: Do you have anything you'd like to  
 8 say,  
 9 CLAIMANT: Just the result, like I said, the MRI  
 10 and stuff like that, it being denied. That was the  
 11 one thing. And my doctor did have an ongoing  
 12 treatment plan, which they said based on the  
 13 ongoing treatment plan it shouldn't have been cut  
 14 off. And my file, it was denied. A copy of my file  
 15 was denied (inaudible), and they said I'm entitled  
 16 to whatever they have file-wise on me. They  
 17 denied me that.  
 18 Well, when they cut me off they  
 19 called over the phone. They cut me off based on  
 20 the e-mail that they got from the ones who had  
 21 scheduled the IME. And the last check I got was  
 22 on like the 15<sup>th</sup> of October, and I didn't anything in  
 23 writing until like a week, a week and a half later,

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1 that I was being cut off. That said that was okay,  
 2 they wrote.  
 3 And the other thing that...oh, my  
 4 lawyer also told me they cannot...they can  
 5 suspend your whatever and give your doctor a  
 6 chance to say what he thinks about the medical  
 7 maximum...you know, maximum medical  
 8 improvement and all that, which was not done.  
 9 And he said by law they cannot cut  
 10 your medical benefits off if you're still needing  
 11 treatment and all that. He said something about as  
 12 long as you go to a doctor within five years they  
 13 cannot cut that off. I don't know how, you  
 14 know...I've never went all this stuff before. It's,  
 15 you know, new to me.  
 16 JUDGE MANCUSO: There is no evidence after the report  
 17 of Dr. Brockmeyer, right? There's nothing to refute  
 18 Dr. Brockmeyer?  
 19 MS. MCENTEER: No, there isn't.  
 20 CLAIMANT: No, he was never given a chance.  
 21 Dr. Miller was never given a chance to rebut that.  
 22 JUDGE MANCUSO: Any further questions?  
 23 MS. MCENTEER: No.

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FEB 02 2010

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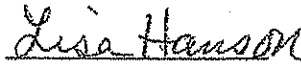
17

- 1 JUDGE MANCUSO: Do you have anything further you
- 2 want to say?
- 3 CLAIMANT: No.
- 4 JUDGE MANCUSO: If there's nothing further, the matter
- 5 will be submitted.

STATE OF WEST VIRGINIA,  
WORKERS' COMPENSATION OFFICE OF JUDGES, to  
wit

I hereby certify that the foregoing proceeding was  
transcribed from a recorded type.

This, the 30th day of January, 2010.

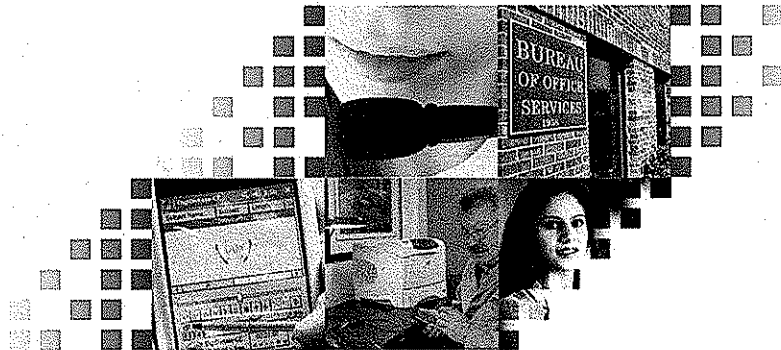


LISA M. HANSON

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RFQ N<sup>o</sup>: **INS10002**  
Due: **March 09, 2010, 1:30 PM**



**Transcription and Decisions Typing Services  
for the  
West Virginia  
Offices of the Insurance Commissioner**

**Proposal**

---

Presented to:

**The State of West Virginia  
Purchasing Division  
Charleston, West Virginia**



---

Submitted by:

**Bureau of Office Services, Inc.  
Government Services Department  
Burr Ridge, Illinois**



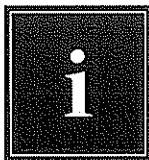
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## Executive Summary

### A. Overview



THE BUREAU OF OFFICE SERVICES (“Bureau”) is a 52-year-old corporation that has provided large scale transcription and document processing services since its inception. The Bureau currently provides equipment and services nationwide on a “24/7/365” basis. Our enterprise-scale digital media capture, speech recognition, specialty transcription, translation, automated quality assurance, secure delivery and secure reporting protocols are utilized *daily* by thousands public and private sector users. In addition, our long history and unique historical capabilities allow us to use older technologies that range from wax cylinder recordings, wire recordings, Stenorette cartridges, Dictabelts, multi-track reel-to-reel tapes, over five (5) magnetic cassette formats and more.

Every item necessary to implement the West Virginia Offices of the Insurance Commissioner, (“WVOIC”), Worker’s Compensation, Office of Judges transcription project including recording capture, media distribution, transcription, quality assurance, secure delivery and remote reporting is in place and operational. Every aspect of the implementation adheres to the RFQ requirements and industry standards as they relate to privacy, security, training, certification and billing. Characteristics that distinguish us as a vendor are:

#### ▶ Staff

- ▶ 100% U.S.-based *direct* employees
- ▶ Transcription staff that averages over 15 years’ experience
- ▶ Decades of experience with technical formats, production standards and workflow
- ▶ Separate, in-house Quality Assurance (QA) department
- ▶ No subcontracting, no independent contractor “*employees*” and no off-shoring of work
- ▶ Verifiably complete and successful implementations of multi-facility and multi-role media capture, transcription, QA, delivery, system interface and training projects
- ▶ Senior-level executive accessibility, responsiveness and involvement
- ▶ Singularly accountable project manager and point-of-contact
- ▶ In-house Information Systems (IS/IT) department and help desk
- ▶ Separate Data Entry/Interface (DEI) department for planning, creating and monitoring sophisticated data integration projects
- ▶ Comprehensive experience with systems, security and technical requirements

#### ▶ Corporate Policies, Reputation and Standards

- ▶ Yearly employment contracts with all employees that include
  - ▶ Ethics clause
  - ▶ Data usage, privacy and security agreement
  - ▶ Safe and secure e-mail and internet usage policy
- ▶ Provision and security of all equipment and work-related materials
  - ▶ Employees use *only* Bureau-owned computer systems and networks

- ▶ Updated anti-virus and anti-malware protection
  - ▶ Secure, encrypted secondary storage
  - ▶ Specialized equipment for secure foreign system access, networking (e.g., customer system), productivity enhancement, detailed logging and other tasks
  - ▶ Updated hard copy and electronic professional reference material (e.g., reference books, dictionaries, style guides, customer-specific guides etc.)
- ▶ **Certifications, Security and Training**
- ▶ Up-to-date (FY 2010), federal training for all staff covering:
    - ▶ Information Security
    - ▶ Privacy
  - ▶ Federal security clearance for administrative, production and technical staff
  - ▶ Ongoing agreements and contracts with government agencies and private customers nationwide
  - ▶ FIPS approved Encryption of data during transcription, quality assurance and delivery of completed work
  - ▶ PKI-based e-mail with asymmetric, public key encryption
- ▶ **Systems**
- ▶ In-place corporate data center, servers, networks, security and toll-free telecommunication services
  - ▶ In-house, centralized networks, hardware and software necessary to accurately and efficiently process work
  - ▶ Secure, multi-terabyte media, document and data storage which far exceeds the RFQ's 45-day storage requirements
    - ▶ Media retention and review configured for 365 days or more (up to 5 years)
    - ▶ Document retention and retrieval configured for 365 days or more (up to 5 years)
  - ▶ Automatic, hands-off, multi-level prioritization of incoming media
  - ▶ Automatic software and template updates for all production staff which ensure product uniformity and ongoing changes to procedures and formats are *immediately* available to all staff and customers
  - ▶ Triple-redundant enterprise broadband internet connectivity
  - ▶ Secure, FIPS-approved internet media capture, document access, management reporting and administrative services
  - ▶ Triple-redundant, hard-wired digital telephone connectivity
  - ▶ An array of time-saving and accuracy-improving audio workflow options customizable using any combination of organization, department, section and individual user levels (e.g., prompting users for identifiers, case number, date(s) and more as needed)
  - ▶ Available efficiency-improving technology including digital portable, wireless, hands-free, bar coding and other flexible audio and data capture at no additional cost
- ▶ **Billing and Tracking**
- ▶ Automated, hands-off billing at the server level that precisely conforms to solicitation specifications requiring character-based counting
  - ▶ Automatic, detailed logging of *every* data access and use event including media processing, listening, transcription, QA, document view and delivery for easily verifiable contract compliance, day-to-day tracking and auditing
  - ▶ Secure, encrypted and FIPS 140 approved internet access to administrative data, documents, detail and summary reporting, access history and other relevant data for authorized state staff

## B. Corporate Particulars



Headquarters Address: Bureau of Office Services, Inc.  
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Established: January 8, 1958

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DUNS: 068-61-8834

NAICS: 561410

CAGE: 1XQ50

SIC: 7338, 7389



# I

## Production Methods

### A. Production Workflow Overview

COMPLIANCE WITH RFQ SPECIFICATIONS involves the efficient collection, capture, organization and distribution of audio and video media, automatic prioritization, tracking, automated and flexible transcription, integral quality assurance, proper staffing, page-based billing, robust technical capabilities, regular communication and experienced project management. These functional and procedural items are performed at several points in the capture, transcription and delivery process. (Figure 1)

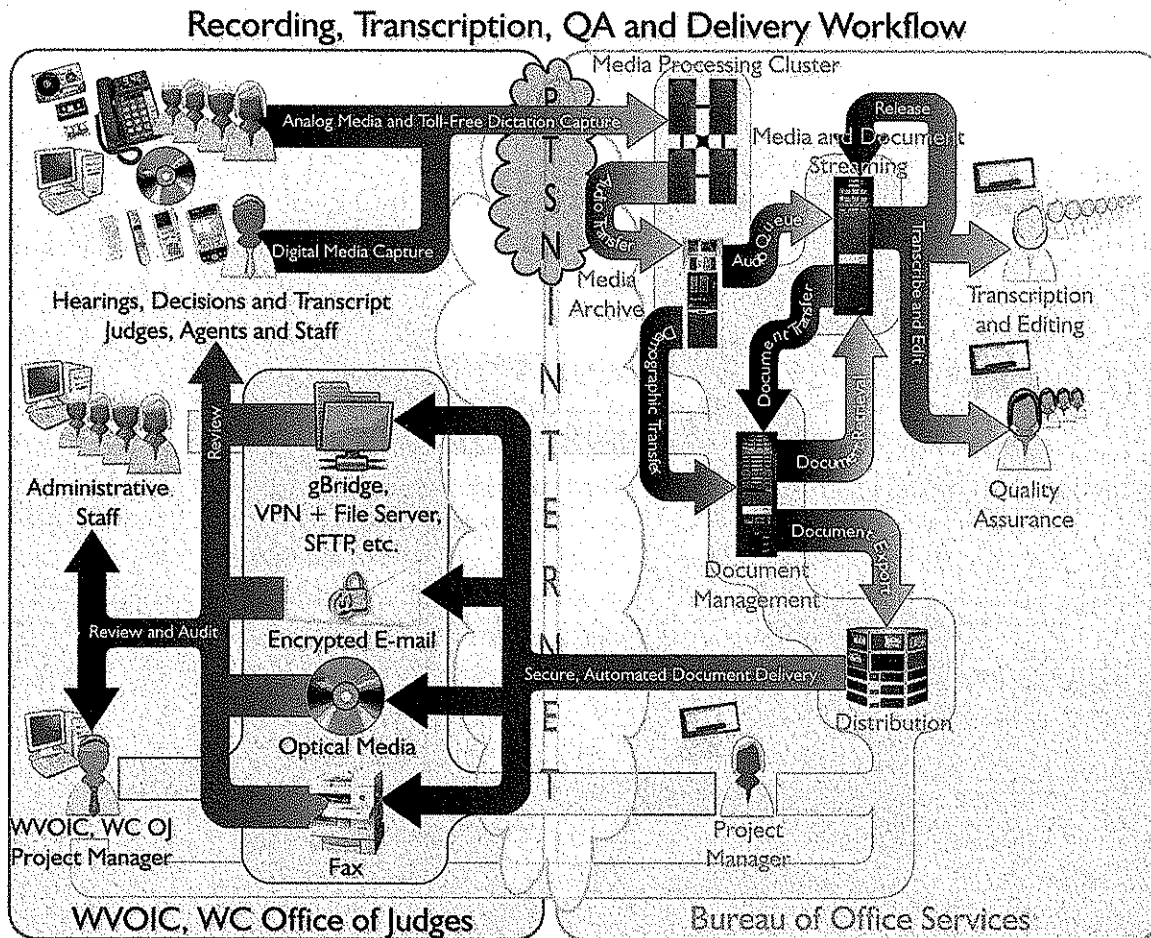


Figure 1, Every step of the Bureau to the Worker's Compensation Office of Judges workflow process is automated and logged.

### B. Production Workflow Details

Standards relating to each specification including turnaround time, production quality, adherence to technical format requirements and billing verification are controlled and managed by automated processes with administrative oversight. This includes the capture of analog, digital and telephonically captured media to the Bureau's central database, prioritization of media, routing of media, secure delivery of media and document data for transcription, template selection, routing of work to QA, report processing, delivery and billing.

1. Media Processing

Bureau systems have several layers of automated control to ensure recordings are processed in an efficient and timely manner. (Figures 2 and 3) Additionally, the Bureau's Government Accounts Manager and production staff monitor workflow throughout the day, seven days a week, and are automatically notified via e-mail, phone and page of items which are approaching or exceeding allowable parameters. (Figure 5)

Job #	Len...	S	F...	Facility	D.	Depart...	W	Work T...	Author	Dictation End	Subject ID
1130523	10:27	U	8	VAR	9.	Primer...	11	Compe...	McWilliams, Kevin	05/08/2009 10:49	345678501
1130672	10:25	U	8	VAR	9.	Primer...	11	Compe...	McWilliams, Kevin	05/08/2009 13:07	987654321
1130740	10:48	U	8	VAR	9.	Primer...	11	Compe...	McWilliams, Kevin	05/08/2009 14:07	123456789

Figure 2, Items that are yet to be transcribed are automatically routed and prioritized by document type, assigned priority or several automatically activated parameters. Items can also be manually re-prioritized at any time. These are dynamically sorted and displayed as highlight colors in real time.

Job #	Sta Length	Route	Transcriptionist	Facility	Route Name	Author	Subject ID	Subject	Dep	Depart	Work	Work Type	Red	Dictation Start
1131529	00:03:34				4461	Blake, Matthew		4	Surgey	25	Orthopedic Surge		5/11/2009 14:12:31	
1131529	00:03:52				2177	Gifford, Thomas		5	Ear Nose	25	Consultation		5/11/2009 14:11:59	
1131526	00:01:33				6370	Pease, David		3	Emergency	99	Emergency Depa		5/11/2009 14:10:26	
1131525	00:05:07				8806	Miba, Ami		352	Admission	11	Letter		5/11/2009 14:08:40	
1131524	00:02:39				1618	Finca, Rondal		10	ALL	7	Outpatient Proge		5/11/2009 14:08:00	
1131523	00:03:15				7167	Huff, Lawrence		4	Surgey	05	Consultation		5/11/2009 14:07:22	
1131522	00:02:58				6370	Pease, David		3	Emergency	99	Emergency Depa		5/11/2009 14:07:14	
1131521	00:12:56				2260	Solowick, Robert		21	Refuge	(C2)	Compensation an		5/11/2009 14:06:36	
1131520	00:01:22				2177	Gifford, Thomas		5	Ear Nose	25	Consultation		5/11/2009 14:03:14	
1131519	00:06:51				25	Cooksey, Law H		3	Internat	M 8	Progress Note		5/11/2009 14:02:39	
1131518	00:08:13				006	Linton, MD, Dav		20	General	S 08	Progress Note		5/11/2009 14:01:14	
1131517	00:00:48				1373	Kemper, Dan D		15	Orthoped	24	Clinic Note		5/11/2009 14:00:52	
1131514	00:07:00				3220	Quapka, Susan		12	Pathology	12	Microscopic Path		5/11/2009 14:00:23	
1131513	00:06:42				182	Nahesh, MD, An		1	Pimney	C 09	Progress Note		5/11/2009 13:58:15	
1131512	00:01:05				059	Soh, MD, A Mi		1	Pimney	C 09	Progress Note		5/11/2009 13:56:55	
1131511	00:04:05				0320	Viola, Carol		4	Surgey	05	Consultation		5/11/2009 13:56:24	
1131510	00:24:01				3188	Trouba, Thomas		21	Refuge	(C2)	Compensation an		5/11/2009 13:56:17	
1131509	00:03:13				18108	Wilson, Matthew		5	Ear Nose	24	Clinics		5/11/2009 13:54:04	
1131508	00:08:37				4701	D'Giarafino, Ant		01	Main Faci	11	Office Note		5/11/2009 13:53:43	
1131507	00:10:53				511	Schnitzer, Thom		101	Arthris	C 03	Physician Evalua Rec		5/11/2009 13:53:40	
1131506	00:02:24				18109	Wilson, Matthew		5	Ear Nose	25	Consultation		5/11/2009 13:50:57	
1131505	00:04:15				4701	D'Giarafino, Ant		01	Main Faci	10	Letter		5/11/2009 13:49:20	
1131504	00:02:27				8887	Bruzzese, Joseph		98	Pimney	C 15	Progress Note/Qu		5/11/2009 13:48:55	

Figure 3, The Master View screen displays details about all jobs specified by Office of Judges administrative staff and Bureau staff (e.g., by author, date(s), report type, case number, subject name, etc.) in an easy-to-use spreadsheet-like screen. Note: Customer administrative staff are limited to viewing jobs only for their organization or organizational subdivision.

The Bureau automatically tracks and dynamically assigns job priority using five (5) parameters. (Figure 4)

Audio and Speech Recognition Work Prioritization Options	
Priority and Routing Activation Method	Description
Work Type	Assigned by organizing routing group assignments in individual production staff profiles
Age	Determined dynamically (i.e., <i>current time - time of recording completion</i> )
Trigger Time	Configured for each work type routing group and normally set to between 1/3 and 1/2 turnaround time for normal priority reports and 1/4 turnaround time for higher priority reports
Turnaround Time	Configured for each work type routing group and set to RFP specifications
Assigned Priority	Multi-level and assignable by: <ul style="list-style-type: none"> <li>▶ Author or recording technician manual assignment (i.e., any document designated as priority during recording)</li> <li>▶ Bureau staff or Office of Judges administrative staff manual assignment</li> <li>▶ Exceeding Trigger Time automatic assignment</li> <li>▶ Exceeding Turnaround Time automatic assignment</li> </ul>

Figure 4, Multi-level, automatic routing and prioritization is built-in to the Bureau's workflow process.

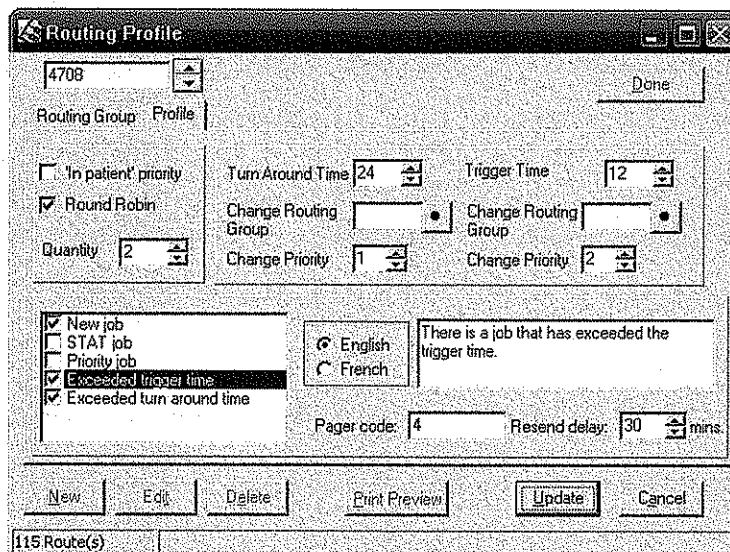


Figure 5, Routing Profiles for each work type or a group of work types ensure recorded jobs are automatically re-prioritized as they get closer to their assigned turnaround time. In addition, automatic pager and telephone notification options let administrators know if a turnaround problem is eminent.

Administrators and transcriptionists see these changes as colors. (Figures 2 and 3 above) The color may also change automatically as jobs approach a *trigger time* and/or the contracted *turnaround time*. (Figure 5) Assigned turnaround times used to prioritize work will follow the solicitation guidelines precisely. (Figure 6) Because of this automated prioritization, notification and monitoring, the Bureau has met turnaround time criteria for historical and current transcription contracts at a *verifiable* rate of 99.6% as measured on a per-document basis.

The automatic features of Bureau systems assure that no report that is properly classified by the author will need manual intervention to be routed correctly and prioritized appropriately.

Prioritization		
Priority	Trigger Time	Turnaround Time
High Priority	3 hours	6 hours
Elevated Priority	12 hours	24 hours
Standard Priority	24 hours	48 hours

Figure 6, WVOIC, Worker's Compensation Office of Judges document prioritization, trigger and turnaround time parameters to be configured.

## 2. Document Processing

The Bureau's systems are *client/server* architecture. This is beneficial for ensuring accuracy, controlling access, performing updates, ensuring conformity, logging all events and functions, auditing processes and maintaining security. This architecture positively affects many items relating to media, document and delivery processing. This includes the way document security is maintained, billing is generated and information is purged. Documents are edited, stored, processed using Microsoft Word and exported in one of over forty (40) different formats including Microsoft Word as required by the RFQ.

### a. Data Entry Screen and Template Use

Documents are first processed from a data entry screen (aka. transcription entry screen or "TES"). The TES is where input is constrained to proper entry format and validated so it contains only valid data. (Figure 7) In addition, any items which are already in the system (e.g., subject name, case number, etc.) automatically trigger the population of the data entry fields to which it is linked. This speeds input and ensures greater accuracy. After entry of data at the TES screen, a pre-formatted document template is retrieved with items from the TES screen already populated throughout the document. Any future changes to items from the TES screen are automatically populated into the template. Should items such as subject names or other information change in the future, reports will be correct during subsequent edits or retransmission.

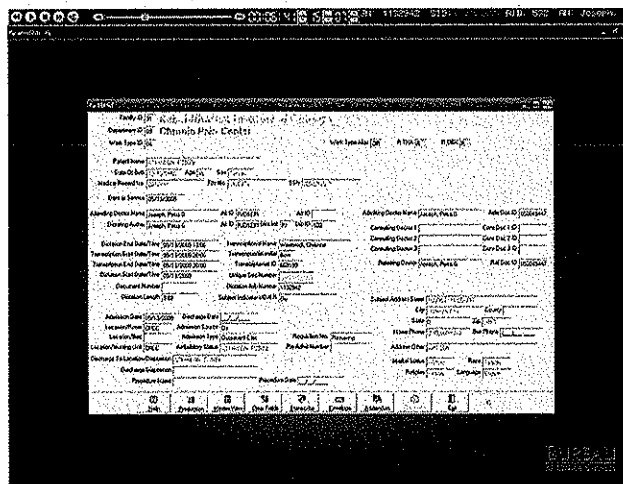


Figure 7, The Transcription Entry Screen ("TES") along with streaming audio playback allows for efficient playback, quick database lookup, insertion, verification and editing of data.

### b. Page Count Validation

After a document is created or modified either by transcription, speech recognition, editing, QA review, linking, splitting, electronic signature or other processes, a count is generated at the server. Production staff do not submit counts or manually process production statistics. Several production reports showing counts, breaks, session statistics and other information is available to production staff, however, this only generates output for that particular staff member and does not trigger or influence production statistics.

Counting parameters are configured and counting is performed at the document management server. Count parameters within the Bureau's system will be configured to match the page counting method referenced in the RFQ. (Figure 8)

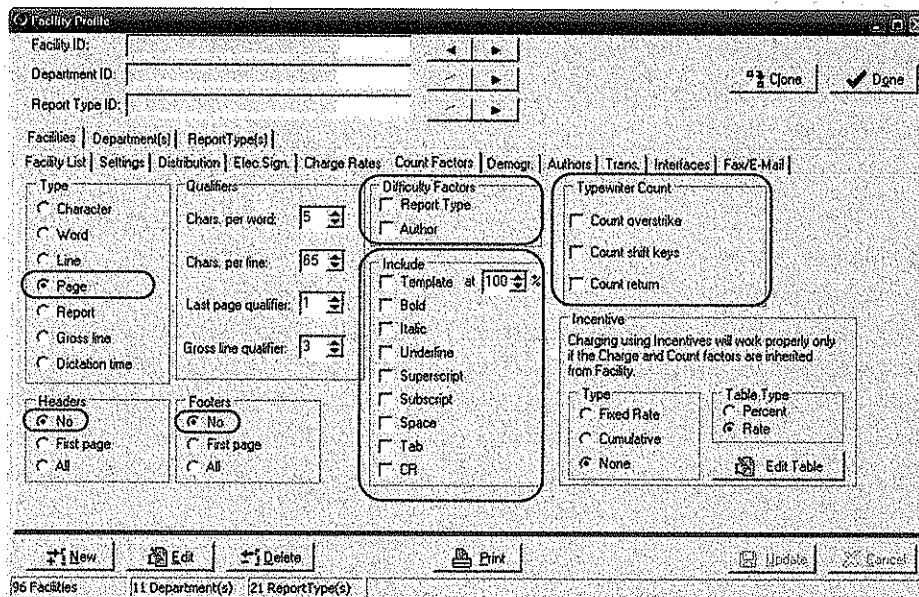


Figure 8, The Bureau's document management system contains the configuration options necessary for conformity to the solicitation-specified page counting and billing parameters. Counting is automatically performed only at the server level.

Any creation of or change in the content of a document will cause a count to be triggered. Content changes may add, do nothing or subtract from a document's count depending upon the nature of the change.

Every access and status change to a document is logged and available for review by authorized Bureau and Office of Judges staff.

### c. Quality Assurance

The role of the Quality Assurance Department (QA) at the Bureau serves two primary functions:

- ▶ Assuring final transcription product quality using verified statistical methods within a unified processing, tracking, review and reporting system
- ▶ Initial and ongoing production employee training, education and feedback

Quality Assurance is one of the most important and technically advanced components of the Bureau's automated document management system. All transcription may be either manually selected or automatically selected for review based on several functional quality review sampling rates set by Bureau administrative staff. In addition, any document with a *blank* (i.e., unclear speech, dropout, heavy static, etc.) is automatically routed to QA for review. Transcription and administrative staff can also manually route a report to QA with additional non-billable and tracked comments—called "Post it notes"—that

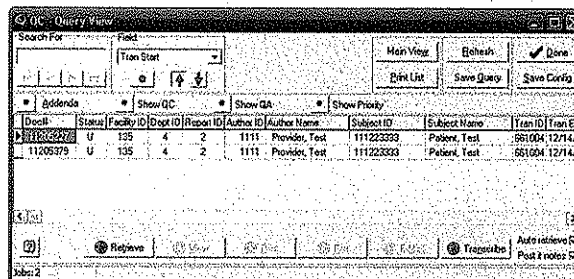


Figure 9, The QC screen shows reports queued to QA staff for correction, edit and scoring. After QA processes these jobs, they are reviewed by the original transcriptionists and cumulative scores and summary information is available to Bureau and Office of Judges administrators.

are stored with the final report in the transcription database.

When QA staff log in to the Bureau's system, work is queued automatically based on facility, department, report type, TAT and priority. (See Figure 9—above)

Reports are triggered and routed to QA by:

1. Random sampling
2. Customizable percentage (up to 100%) by:
  - a. Facility (Figure 10)
  - b. Department (Figure 11)
  - c. Author (Figure 12)
  - d. Work type (Figure 13)
  - e. Transcriptionist (Figure 14)
3. The number of blanks—the default is one (1) blank to automatically route to QA
4. Manually by transcriptionist
5. Manually by managerial or executive staff

This flexibility allows for problem audio formats and authors to be assigned a 100% QA level. It also allows transcriptionists that are assigned to a new account to have 100% of their work routed to QA for timely feedback until they become familiar with the content.

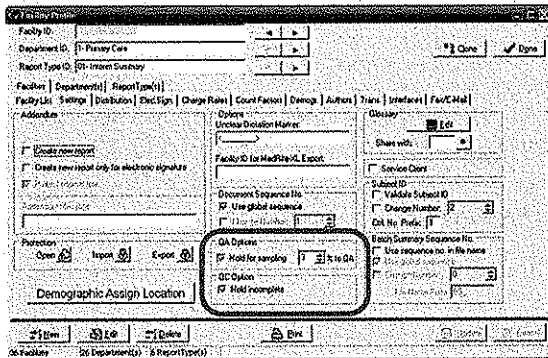


Figure 10, QA Percentage configured at the Facility level.

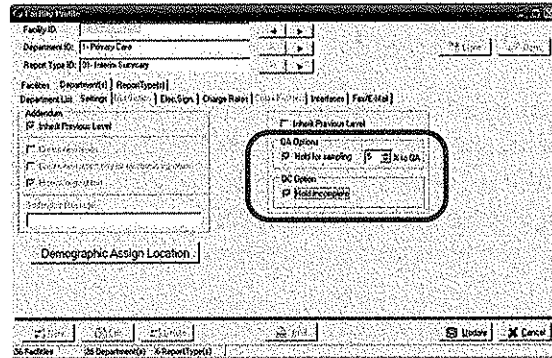


Figure 11, QA Percentage configured for each Division or Department within Office of Judges.

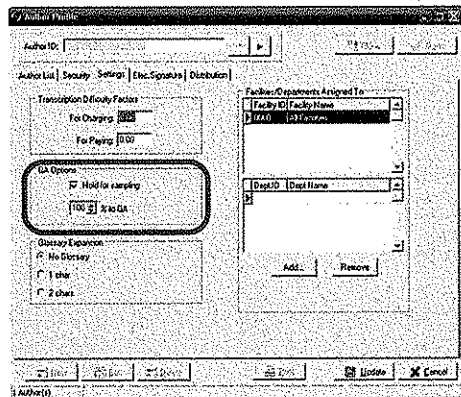


Figure 12, QA Percentage by Author, User or content source (very useful for challenging users)

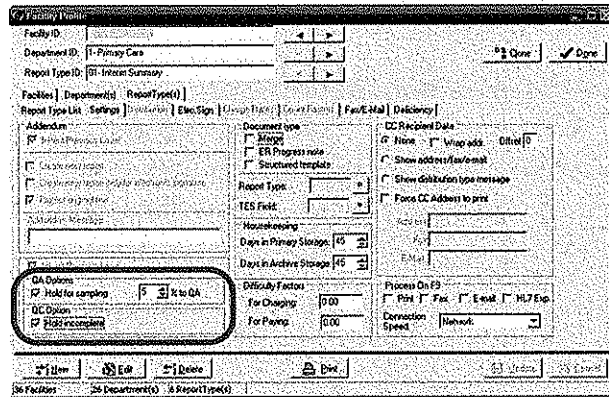


Figure 13, QA Percentage configured for Report Type



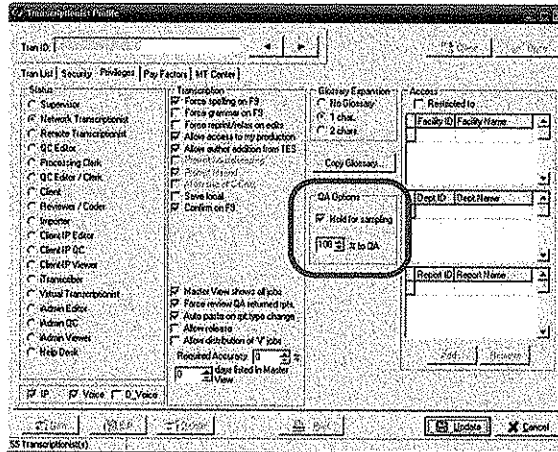


Figure 14, QA Percentage by Transcriptionist or Editor

Minimum random sampling rates for all transcriptionists are five (5%) percent depending upon the facility and contractual requirements. Sampling rates are adjusted as necessary and can be adjusted by either administrative staff or the QA department based on historical error rates and upon customer request.

Once a transcribed document is queued and selected for review by a QA editor, the initial transcription entry screen is displayed. This is the same data entry screen that transcriptionists use to initially process a report.

This screen allows for easy checking and modification of any report parameters. A transcriptionist working from this screen (i.e., before being released to QA) can review lists of available authors, participants (Figure 15), subjects and other related data. All of this data is routed from the Bureau's centralized transcription database, instantly and automatically to the transcription entry screen used by both transcription and QA staff.

Subject demographic information (e.g., name, case number, address, etc.) and the transcribed document along with many other relevant data fields (i.e., turnaround time, delivery status, electronic signature status, count statistics, transcriptionist comment notes, etc.) are automatically stored for every recorded report and can be displayed and used as search parameters if necessary. The storage of this data is optional and can be turned off if necessary.

Author ID	Last Name	First Name	Initials	Abbrev ID	Title	Specialty	Address	Facility ID
1141	Boyle	John	JB	M.D.	WASLC - A			
1297	Abouit	ALJ		M.D.	WASLC - D			
1334	Adams	ALC		M.D.	WASLC - H			
1341	Grogan	GILL		M.D.	WASLC - G			
1371	Adams	AD		M.D.	WASLC - R			
1507	Sault	STG		M.D.	WASLC - S			
1521	Grove	GF		M.D.	WASLC - A			
1596	Matthew	MW		M.D.				
1621	Rupert	RLP		M.D.	WASLC - B			
1631	Quinn	QB		M.D.	WASLC			
1711	AnnK	AKS		M.D.	WASLC - T			
1750	Edward	ED		M.D.				
1771	Donald	DMS		MS	WASLC - P			
1821	Richard	RD		M.D.				

Figure 15, Author and participant lookup allows production staff to search for and select people such as judges, investigators, administrators and other participants from the Bureau's database along with reference data (e.g., title, codes, phone number, location information, etc.).

The QA Department will follow a written, standardized system of processes based on Office of Judges guidelines and Bureau standards designed to provide accurate and timely service to the customer and useful feedback to both transcription and managerial staff.

Each error or variance type within a report is assigned one of four (4) severity levels. (Figures 16 and 17) Once a report has been queued and reviewed by QA staff, error scores are added and an accuracy score is calculated by subtracting the error score from 100. These are based on rigid guidelines uniquely formulated for each customer and follow this criteria :

1. Critical error in format or basic spell check error (- 8 points each)
  - A. Failure to follow standard formatting protocols for the given report type
  - B. Failure to correct an error highlighted during spell check or incorrect use of a word-expansion macro
  - C. Misspelling of author name as populated by the database, as provided by author or subjects or any names correctly spelled by author
  
2. Major errors (- 4 points each)
  - A. Incorrect jargon, terms or data
  - B. Failure to transcribe recorded material verbatim other than to note grammatical errors made by a speaker (e.g., [sic], [intentionally so written], etc.)
  - C. Punctuating a sentence in such a manner as to change its meaning
  - D. Addition/omission from recording for no apparent reason, unless asked to edit recorded material during recording or by facility liaison
  - E. Incorrect entry of subject demographic information into predetermined data entry screen or header format
  - F. Excessive blanks without valid documentation of cause
  - G. Failure to follow pre-formatted headers or text headings in the template document and outlined/directed by client
  - H. Failure to follow any additional transcription guidelines requested by client in accordance with professional standards
  - I. Use of abbreviations in Diagnoses
  - J. Technical document errors including incorrectly overriding the automatic template selection for report, use of typed characters which preclude proper interfacing with other software programs (e.g., the degree symbol, foreign language characters) or failure to use section, line or page break properly.
  - K. Failure to use reference material provided by the Bureau resulting in blanks within transcription
  
3. Minor errors (- 1 point each)
  - A. Use of incorrect non-technical/non-jargon word or wrong form of word
  - B. Addition/deletion of insignificant words (e.g., "of," "to," "the," etc.)
  - C. Incorrect verb/tense usage, even if recorded incorrectly
  - D. Failure to use appropriate capitalization protocols
  - E. Failure to use basic word processing skills (e.g., using spaces instead of tab or indent resulting in misalignment of text, incorrect font usage, etc.)
  - F. Repetition of the same error within same report
  
4. Author/Note errors (- 0 points each)
  - A. Uncorrectable error in procedure, directive or data entry made by the author or subject provider during time of recording
  - B. Audio error such as inaudible speech, garbled speech, mumbling or recording device issues
  - C. Notes which QA staff track, but do not in-and-of-themselves constitute an error



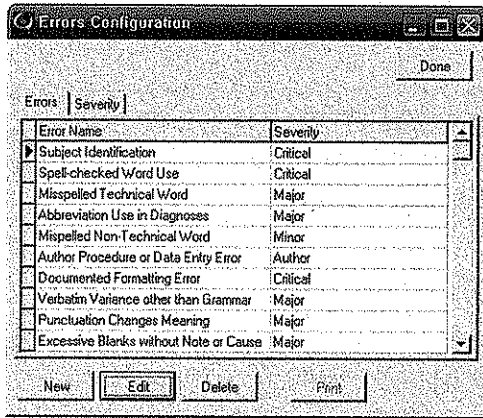


Figure 16, Error names and severity assignments as shown on the QA Errors Configuration screen.

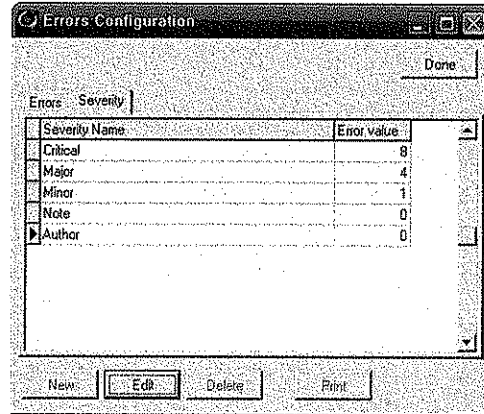


Figure 17, Corresponding Severity value assignments.

Accuracy scores are tallied automatically into the primary report document database and QA database by subtracting any documented variances or errors from 100. The *required accuracy score* stored for each report is a 0 to 100 grade which will flag a report if it falls below a set value. This will be configured to 98 for all Worker's Compensation Office of Judges documents. Reports that fall below the required accuracy score are automatically routed back to the transcriptionist for mandatory review. These must be reviewed by the transcriptionist before they are allowed to continue to transcribe or edit.

Transcriptionist individual and aggregate scores are generated in both detail and summary reports and are administratively reviewed during payroll generation every two weeks. These reports show the frequency of each type of error, the severity of each error as well as the average score by report and average severity of errors.

This data can be securely accessed by Office of Judges staff using the Bureau's remote reporting capability.

d. Document Naming Convention

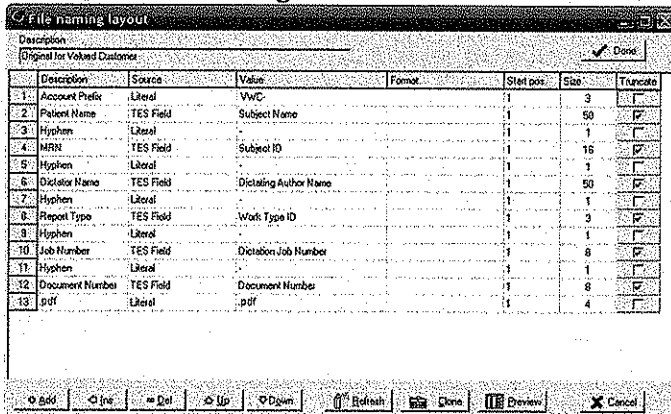


Figure 18, Document naming is easily configured and changed at the server level. Because this is done at the server level, changes are consistent and take effect immediately for all users.

The Bureau names delivered documents based on operational requirements and customer preference. Meaningful and uniquely identifiable document names are automatically created, dynamically changeable and easily modified at the server level. (Figures 18 and 19) The Bureau traditionally recommends naming documents using items most relevant for customer systems and/or staff to allow for easy classification, identification, integration and organization of documents and groups of documents.

Elements used in naming can include static data along with items from the Bureau's document management database—up to 40 customizable fields are available—such as:

- ▶ Department and/or location code
- ▶ Report type information (e.g., Hearings, Decisions, document title, etc.)

- ▶ Subject information (e.g., name(s), case numbers, identifying demographic data, etc.)
- ▶ Author information
- ▶ Dates (e.g., event, incident, recording, etc.)
- ▶ Recording job number
- ▶ Document index number

The naming of documents can be as simple as an index number, a short group of codes or many elements which allow for easy and unique classification, identification and integration with other systems.

Example Document Name Standards							
FACILITY CODE	REPORT TYPE	SUBJECT NAME	CASE NO.	JUDGE NAME	DATE	RECORDING INDEX	EXTENSION
WVOIC-Decision-Public, John-5443271-Smith, Joe-10-15-2009-1324471.DOC							
FACILITY CODE	JUDGE NAME	REPORT TYPE	SUBJECT NAME	DATE	EXTENSION		
WCOJ-Smith, Joe-HEARING-Public, John Q-10-15-2009.DOC							
FACILITY CODE	DATE	REPORT TYPE	JUDGE NAME	SUBJECT NAME	EXTENSION		
WCOJ-10-15-2009-Statement-Smith, Joe-Public, John Q.DOC							
REPORT TYPE				RECORDING INDEX	EXTENSION		
Final Permanent Total Disability Hearing-1742115.DOC							

Figure 19. Document names are created automatically and dynamically using data from each recording and each document. ADFS staff will select the makeup, the order and format of the elements used for file naming.

Independent of the naming convention chosen for exported and transferred documents, all documents and records remain directly and instantly searchable and accessible within the Bureau’s document management platform. All documents may be searched, viewed, exported and checked by customers securely and remotely 24/7/365.

3. Secure Delivery

All completed work will be delivered securely as specified in the RFQ either in:

- ▶ Electronic format, electronically delivered (e.g., SFTP, VPN + FTP, PKI encrypted e-mail, on-demand VPN, etc.)
- ▶ Hard copy format, electronically delivered (i.e., remotely printed)
- ▶ Hard copy format, courier delivered

The precise method of delivery for each type of document will be determined by WVOIC, Workers' Compensation Office of Judges staff.

The Bureau has the secure networking, transfer and communications capability to deliver work using virtually any protocol and encryption technology. Any method used will be approved by both WVOIC staff and any technology oversight entities of the State of West Virginia government.



## Customer Support and Training

The Bureau provides secure access to all aspects of production. This includes administrative access to media and recording processing, transcription processing, QA records, page counts and billing data. In addition, the Bureau goes beyond contractual requirements and affords *all* customers regular face-to-face meetings, on-site training and all instructional and reference material at no additional charge.

### A. Administrative Reporting

Designated contacts will be trained and given detailed reference material to utilize the Bureau's remote management platform. This allows WVOIC staff to check the status of any recording or document at any time. This may be done from any popular computer system (i.e., Apple Macintosh, BSD, Linux or Microsoft Windows) and even many PDA's and *smart phones*. (Figure 20 and 21)

Any report may be viewed, re-sent or historically tracked either individually or using a query to group results by date and time or any tracked field in the database.

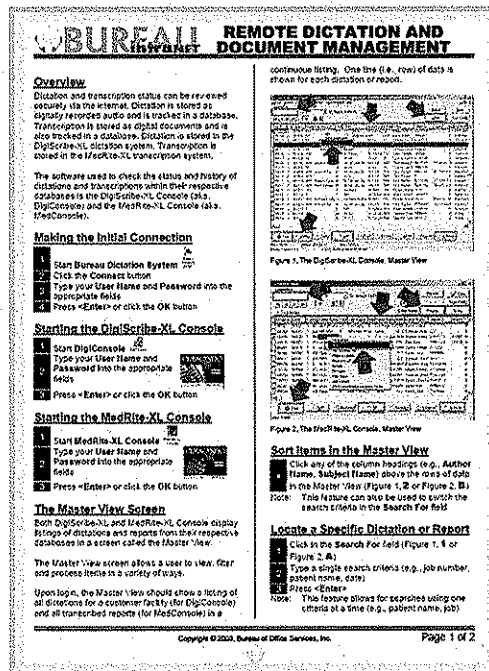


Figure 20, Authorized staff may view documents and management data 24/7/365.

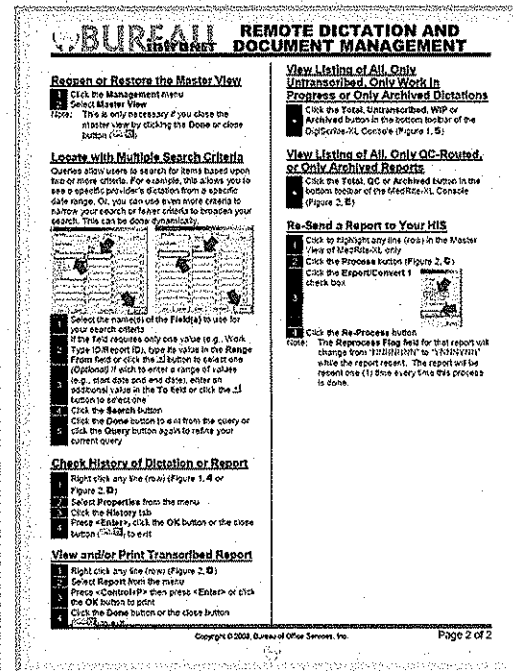


Figure 21, Reports can be easily customized showing only needed data using queries.

The reports available include a wide variety of canned detail and summary reports, however, performing custom queries which display items based on user-specified parameters are simple and immediately accessible. Reporting is extremely flexible and allows users to search, sort and build custom queries based on over forty (40) separate data fields including author, patient, dates and more. (Figure 22 and 23) Each heading and field can be switched on or off, the level of detail configured and more. Reports can be triggered manually or scheduled to run at specified times. A

large variety of pre-configured detail and summary reports are available that may be customized based upon user needs. Documents and management reports can be copied, printed, viewed and saved.

Daily Report  
The Postal 4620797 0000 0 01/20/09 12:14

Item	DATE	TIME	RECORDING	DOCUMENT	DATE	TIME	RECORDING	DOCUMENT
10454	01/20/09	08:00	01	01	01/20/09	08:00	01	01
10455	01/20/09	08:05	01	01	01/20/09	08:05	01	01
10456	01/20/09	08:10	01	01	01/20/09	08:10	01	01

Figure 22, Detail report showing each recording and document along with patient information, dates and times, billing count and more.

Monthly Department Summary  
The Postal 4620797 0000 0 01/20/09 12:14

Department	Subdivision	Subtotal	Subtotal	Subtotal
Department 1	Subdivision 1	10	10	10
Department 2	Subdivision 2	20	20	20
Department 3	Subdivision 3	30	30	30
Department 4	Subdivision 4	40	40	40
Department 5	Subdivision 5	50	50	50
Department 6	Subdivision 6	60	60	60
Department 7	Subdivision 7	70	70	70
Department 8	Subdivision 8	80	80	80
Department 9	Subdivision 9	90	90	90
Department 10	Subdivision 10	100	100	100

Figure 23, A monthly department summary showing totals for each organizational subdivision.

These reports can be printed, copied from, exported into spreadsheet and PDF format and a host of other options.

### B. On-Site Training

Training sessions are offered that include both face-to-face training and the provision of reference material. High-quality instructional and reference material (Figures 24 and 25) and standard-sized 8½ x 11 posters (Figures 26, 27, 28 and 29) which specify each sub-process and piece of information to be recorded by digital device, entered via the telephone keypad, scanned via bar-code or entered into recording software are provided as needed. These are available in hard-copy and electronic formats (e.g., Word, PDF) that can be distributed via e-mail, placed on a local network file server or stored in a local county intranet document repository.

Sample U.S. FEDERAL DEPARTMENT RECORDING INSTRUCTIONS

John Q. Public, Esq.

- Inside THSMF, dial: 9999  
Outside THSMF, dial: 1-800-000-0000
- Enter one digit Facility ID: 0 then #
- Enter four digit User ID: \_\_\_\_\_ then #
- Enter four digit password: \_\_\_\_\_ then #
- Enter two digit Work Type (see back e) then #
- Enter six digit Patient ID then #
- Press 2 to begin recording, 2 to pause, 2 to resume (see back e)
- Begin dictating report and be sure to give the following:  
Subject Name (please spell)  
Relevant Dates (e.g., Claim, Exam, Filing, Visit, etc.)  
Case and/or File Number if applicable
- When done:  
Press 8 to dictate another report then go back to step 5  
Press 9 when completely done dictating to disconnect

See back for Telephone Controls and Work Types

Questions? Call the Bureau at 1-800-S-BUREAU (528-7328)

Revision 11/11/2009

BUREAU OF OFFICE SERVICES

Figure 24, Sample pocket-sized telephone and conference call recording card, front

Telephone Controls

1 Play	2 Record / Pause	3 Rewind (3 sec./press)
4 Stop	5 End & Start New Report	6 Go to End
7 Fast Forward	8 Go to Beginning / Play	9 End & Disconnect
* Shift (see below)	0 Help	# Priority / Make STAT

Shift Telephone Controls

* 1 Locate / Review	* 2 Delete to End	* 3 Suspended Jobs
* 4 Volume Decrease	* 5 Delete Current Job	* 6 Volume Increase
* 7 Speed Decrease	* 8 Next Job	* 9 Speed Increase
* *	* 0 Help	* #

Work Types

00   Radiology-Diagnostic Imaging	19   Disposition of Body to Funeral Home
01   Discharge Summary	20   Plastic Surgery
02   ICDAT Discharge Summary	21   Agent Changes
03   Operation Report	24   History & Physical
04   EEG/Neurophysiology	25   Orthopedic Surgery
05   Consultation	26   Urology
06   Cardiac Rehabilitation	27   Emergency Room Note
07   Neuropsychology	28   Emergency Room Note
08   Psychiatry	29   Oncology Consultation
09   Non-Operative Procedure	30   Oncology Follow-up Note
11   Compensation & Pension Exam	31   Radiology-Nuclear Medicine
14   Neurosurgery	35   Eye Exam
15   Progress Note/Group Practice Note	50   Medical Records Committee Minutes
17   Authorization of Procedure or Treatment	52   Dermatology
18   Request for Autopsy	

Figure 25, Sample pocket-sized telephone and conference call recording card, rear

The quantity of work types shown are examples and no specific limitation exists for the definition of work types. In fact, hundreds of work types can be defined and these work type definitions can

vary by organizational subdivision (e.g., department, location, division, etc.). In addition, authors or groups of authors within one or more subdivisions which always record the same work type (e.g., hearings) need not be prompted for work type. The correct work type will always be assigned and prioritized automatically upon recording.

### Dictation Instructions for DigiDictate-IP

- Start DigiDictate-IP: Double click the DigiDictate-IP icon.
- Wait for "Bureau Network" to connect.
- Log in to DigiDictate-IP: Enter User ID and Password then press Enter or click OK.
- Wait for DigiDictate-IP main window and Voice Bar to display.
- Start a dictation using 1 of 3 methods:
  - Press the EOL button on the Philips SpeechMik.
  - Click the Record button on the Crescendo Voice Bar.
  - Click the microphone button in the DigiDictate window.
 Note: The "Slider" on the Philips SpeechMik must be in the STOP position.
- Press the Bar Code button to scan the bar code at the New Dictation window.
- Move the "Slider" up to the REC position to begin recording.
- Speak the Patient Name, Exam Date, and Title before dictating the body of the report.
- Move the "Slider" down to STOP recording.
- Press the EOL button to save and send your dictation.
- Go to step five above.

**Notes:**

- Dictation may be edited or added to after save and send by clicking dictation in list then clicking re-open.
- Dictation status from list:
  - D - actively dictating, U - saved, I - saved but incomplete.

**Voice Bar Buttons**

**DigiDictate-IP Buttons**

Figure 26, Dictation and recording instructions for PC-based software

### Dictation Instructions for DigiDictate-CE on the Dell Axim

#### SYSTEM OVERVIEW

- Tap once to highlight a pattern. ☆ = Commonly used
- Tap and drag to rewind or fast forward in a dictation.
- Tap a button once to control recording, playback, refresh of schedule and other functions.
- Shows dictation time remaining.
- Shows transfer messages and indicates used dictation storage capacity.
- Shows dictation length and record/playback status.
- Tap a word or icon once to start, suspend, delete or finish dictation.

**File Tools**

- New Dictation
- Edit Dictation
- Delete
- Properties
- Profile
- Exit
- File

Figure 27, Recording instructions for the WiFi-enabled Windows Mobile and smart phone-based software

### HANDHELD DIGITAL RECORDER QUICK REFERENCE

#### I. Dictating

- Turn the unit on.
  - Gently pull the On/Off lock in the center of the slider on the right side of the unit towards the front (face).
- Wait for the unit to display the battery meter, the time, the dictation count dictation status and your User ID on the display.
- Push the slider on the right side of the unit all the way up to record.
  - At this point you can rewind and play your dictation (see Section III for slider controls), or end and save your dictation.
  - If you rewind your dictation, you must fast forward to the end before you record to finish dictating. Otherwise, the dictation recording will resume at the point you stopped playing your dictation.
- To save your dictation, do the following:
  - Make sure the slider has been moved down to the stop position, as explained in step 3 above.
  - Press the EOL button on the back (rear top right) of the unit to save your dictation.
 

Note: This must be done at the end of every dictation. The slider must be in the On/Stop position before pressing the EOL button on the back to end a dictation.

The LCD display will display a large number in the top left. This represents the number of the current dictation being currently recorded or about to be recorded. For example, if five dictations have been completed, the number will be 6.

#### II. Docking

- Be sure the slider is in the On/Stop position.
- Place the bottom of the unit into the docking station.
- Let the unit tilt backwards until it stops.
- Wait for the smiley face to display on the screen of the unit.
 

Note: The Philips software on the docking computer, will show the progress of the audio transfer process.
- Remove the unit from the docking station.

continued...

Figure 28, Recording instructions for Philips brand handheld digital recorders

### HANDHELD DIGITAL RECORDER QUICK REFERENCE

#### III. Using the Slider

All Positions	ON/STOP	OFF	Dictation Position	Fast Forward	EOL
---------------	---------	-----	--------------------	--------------	-----

- On/Stop:** The normal starting and ending position for all tasks.
- Off/Locked:** The same position as "On/Stop" with center gently pushed back.
 

Note: Switching the unit off locks the up and down movement of the slider. Do not force the slider up or down when the unit is off or it will break.
- Record:** Slider is pushed up from "On/Stop" to the Record position.
- Play:** Slider is pulled down from "On/Stop".
- Rewind:** Slider is pulled two notches down from "On/Stop" or one notch down from Play.
 

Note: The slider does not automatically stay down in the rewind position. You will need to pull it down again if you pause and would like to rewind more. On the display window the dictation position will change as you rewind.
- Fast Forward:** Button on the left side of the unit will fast forward your dictation while playing or stopped. The button is labeled "FFWD".
- EOL:** Button on the rear of the unit that must be pressed at the end of every dictation. EOL is an acronym for "End Of Letter."

#### IV. Overview Diagram

Figure 29, Recording instructions for the Philips handheld recorder, page 2.



## *Facilities and Equipment Brief*

**T**HE BUREAU CORPORATE FACILITIES and the related communications, media processing, transcription and support equipment along with technical capabilities which will be utilized by the staff of the WVOIC, Worker's Compensation Office of Judges, either for primary or emergency backup purposes are all in-place and operational.

The Bureau's media processing network utilizes large, high-end, commercial audio processing equipment (i.e., Crescendo DigiScribe-XL, DigiService, DigiRouter, MedRouter, MedRite-XL, Dictaphone Enterprise Express, ForTheRecord Pro, Olympus DSS Pro, Philips SpeechExec/Voice Recognition 6.1 and Sony Digial Voice) with reporting flexibility and solid redundancy (i.e., multi-server Dell and SuperMicro platform with multi-terabyte storage arrays). Captured audio and video (the data types with the largest storage demands) are typically stored between 90 days to a maximum of over five (5) years. This can be configured at the facility, departmental, location or work type level. This capability allows for media to be reviewed and audited far beyond the original date.

The Bureau has invested over 1.75 million dollars in the past nine (9) years for the purchase, upgrades and maintenance of these systems along with an environmentally controlled Class III data center with raised-flooring. (Figure 30) Bureau audio processing systems, servers and associated components are cleaned, maintained, upgraded and replaced on a regular schedule.

Bureau systems, servers and associated network components are backed by large uninterruptable power supplies (UPS) rated at 3 kVA, 6 kVA, 6.5 kVA and 22 kVA. (Figure 31) The Bureau headquarters is further protected by redundant power generation circuitry and an exterior gas generator with a manual breaker switch-over. Power outages are logged and reported using PowerAlert software via telephone to the information systems staff after business hours and on weekends for manual switch to the Bureau's 15 kVA gas generator.

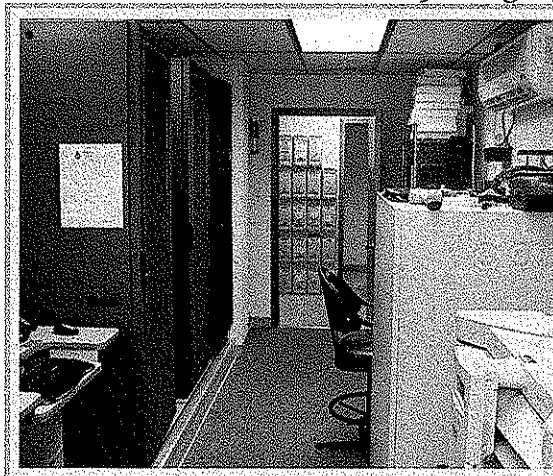


Figure 30, The Bureau's Class III Data Center showing primary server racks (left), spare systems and servers (back), auxiliary air handlers (top right), external battery pack (center right) and UPS (bottom right)

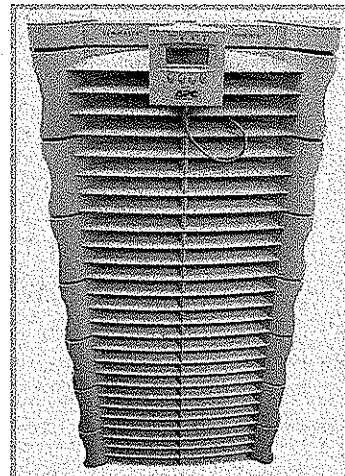


Figure 31, The Bureau's mainframe APC Symmetra 22kVA battery backup system

Computer systems and networks used by the Bureau are current and up-to-date. Each individual user system is protected by stand-alone battery backup and surge protection. These systems are maintained with strict software oversight and administrative policy. Further, all systems used by administrative, executive, information systems, interface and transcription staff are the sole property and responsibility of the Bureau of Office Services. No *non-Bureau-owned* systems or privately-owned systems are used. Furthermore, Bureau staff is forbidden (by corporate policy that is enforced by written clauses within individual employment contracts) to use Bureau-owned equipment for personal matters.



# IV

## References

THE FOLLOWING REFERENCES INCLUDE high-volume government customers located in West Virginia and throughout the continental U.S. for which the Bureau is or was the prime contractor. Current and historical customers are provided so that the Bureau may be thoroughly judged not only from the perspective of how it currently performs, but also for how it is viewed in light of replacement contractors.

Each of the referenced customers has been provided with 100% of their media recording and processing (i.e., on-line audio, portable audio, toll-free telephone capture), transcription, management reporting, QA processing and secure delivery needs for all organizational divisions and locations. Each requires 24/7/365, secure, enterprise-scale telephone and/or digital PC-based and/or portable digital dictation, 24 hour document turnaround and an approximate production requirement of between 50 and 300 quality-checked transcripts per day. All references know "the Bureau" by name and can speak of our quality, timeliness, commitment and availability.

1 <i>State of West Virginia, Welch Community Hospital*</i>			
CONTRACT TERM	Renewable Yearly	DATES	09/01/2009 - 08/31/2010
ADDRESS	454 McDowell Street Welch, WV 24801	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Shirley Riffe	PHONE	(304) 436-8642
CONTRACTING OFFICER	Ms. Roberta Wagner	PHONE	(304) 558-0067

\* **Note:** The contract above may be extended to political subdivisions of the State of West Virginia including the Offices of the Insurance Commissioner

2 <i>Hunter Holmes McGuire Medical Center</i>			
CONTRACT TERM	5 Years	DATES	07/01/2004 - 08/31/2009
ADDRESS	1201 Broad Rock Blvd. Richmond, VA 23249	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Mr. Clarence "Pete" Clark	PHONE	(804) 675-5000 x.4662
CONTRACTING OFFICER	Ms. Faye Dillard	PHONE	(757) 728-3449

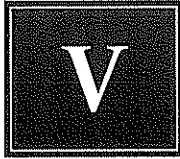
<b>3 George E. Wahlen Medical Center</b>			
CONTRACT TERM	5 Years	DATES	09/01/2006 - 08/31/2011
ADDRESS	500 Foothill Drive Salt Lake City, UT 84148	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Jo Ann Sullivan	PHONE	(801)582-1565 x.4422
CONTRACTING OFFICER	Ms. Kathy Mannion	PHONE	(303) 691-6543
<b>4 Grand Junction VAMC</b>			
CONTRACT TERM	5 Years	DATES	09/01/2006 - 08/31/2011
ADDRESS	2121 North Avenue Grand Junction, CO 81501	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Kimberly Evans	PHONE	(970) 263-5076
CONTRACTING OFFICER	Ms. Kathy Mannion	PHONE	(303) 691-6543
<b>5 Wm. Jennings Bryan Dorn VAMC</b>			
CONTRACT TERM	3 Years	DATES	10/01/2007 - 10/31/2009
ADDRESS	6439 Garners Ferry Road Columbia, SC 29209	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Barbara Toole	PHONE	(803) 695-7979
CONTRACTING OFFICER	Mr. Rufus Gates	PHONE	(706) 733-0188 x.7073
<b>6 Sheridan VAMC</b>			
CONTRACT TERM	5 Years	DATES	09/01/2006 - 08/31/2011
ADDRESS	1898 Fort Road Sheridan, WY 82801	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Amanda Burton	PHONE	(307) 672-3473 x.3513
CONTRACTING OFFICER	Ms. Kathy Mannion	PHONE	(303) 691-6543
<b>7 Tuskegee VAMC (CAVHCS-East)</b>			
CONTRACT TERM	3 Years	DATES	10/01/2007 - 11/30/2009
ADDRESS	2400 Hospital Road Tuskegee, AL 36083-5001	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Claudia Devaughn	PHONE	(800) 214-8387 x.5045
CONTRACTING OFFICER	Mr. Rufus Gates	PHONE	(706) 733-0188 x.7073

**8** *Montgomery VAMC (CAVHCS-West)*

CONTRACT TERM	3 Years	DATES	10/01/2007 - 11/30/2009
ADDRESS	215 Perry Hill Road Montgomery, AL 36083-5001	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Mr. Leonard Carr	PHONE	(800) 214-8387 x.4650
CONTRACTING OFFICER	Mr. Rufus Gates	PHONE	(706) 733-0188 x.7073

**9** *Tuscaloosa VAMC*

CONTRACT TERM	3 Years	DATES	10/01/2007 - 11/30/2009
ADDRESS	3701 Loop Road East Tuscaloosa, AL 35404	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Sylvia Hanna	PHONE	(205) 554-3725
CONTRACTING OFFICER	Mr. Rufus Gates	PHONE	(706) 733-0188 x.7073



## Cost Schedule

Schedule					
ITEM N <sup>o</sup>	DESCRIPTION	UNIT(S) OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	TOTAL
1	Transcribing Hearings from Cassette Tapes	Page*	1	\$3.6400	\$3.64
2	Transcribing Telephone Dictation	Page*	1	\$3.6400	\$3.64

Bureau of Office Services, Inc.

Vendor Name

Richard E. Piasecki, President/CEO

Representative

Signature

03/08/2010

Date

\* Note: Page as defined with font parameters, margin settings, **51 lines per page** and other detailed specifications as outlined in RFQ INS10002 and RFQ ISN10002 Addendum 1.



## Compliance Documentation

### A. State of West Virginia Data

The Bureau of Office Services currently complies with all laws, guidelines and requirements. This includes obtaining all licenses, registrations and other administrative documentation necessary for all federal, state, county and local government areas where business is transacted or employees reside. The following is for the State of West Virginia (*Figures 32, 33, 34 and 35*):

Save a stamp and your time. You can now view, file and pay taxes at <https://mytaxes.wytax.gov>  
More taxes will be available for online access in the future.

TAX	FILING FREQUENCY	ACCOUNT NUMBER
Business Registration Tax	Every Two Years	2230-0908
Combined Sales & Use Tax	Monthly	2230-0915
Corporation License Tax	Annual	2230-0917
Pass Through Entity Tax	Annual	2230-1944

Figure 32, The Bureau's State of West Virginia tax account numbers

<b>2009</b>	<b>WEST VIRGINIA STATE TAX DEPARTMENT</b>	<b>2011</b>
<b>BUSINESS REGISTRATION CERTIFICATE</b>		
ISSUED TO: <b>BUREAU OF OFFICE SERVICES INC 361 S FRONTAGE RD STE 125 BURR RIDGE, IL 60527-5857</b>		
BUSINESS REGISTRATION ACCOUNT NUMBER:		<b>2230-0908</b>
This certificate is issued for the registration period beginning:		<b>July 1, 2009</b>
This certificate is valid until:		<b>June 30, 2011</b>
<i>This business registration certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12 of the West Virginia Code.</i>		
<i>The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.</i>		
<b>This certificate is not transferrable and must be displayed at the location for which issued.</b>		
<b>ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU TO FINES PER W. VA. CODE § 11-9.</b>		
<b>TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.</b>		
<b>CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.</b>		
a11.007 v. 09 L 1588644020		

Figure 33, The Bureau's State of West Virginia Business Registration Certificate

# State of West Virginia



## Certificate

*I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that*

**BUREAU OF OFFICE SERVICES, INC.**

**Control Number: 0**

a corporation formed under the laws of Illinois has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of August 19, 2009.

Therefore, I issue this

### **CERTIFICATE OF AUTHORITY**

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the Great Seal of the State of West Virginia on this day of August 19, 2009*

*Natalie E. Tennant*

Secretary of State

Figure 34, The Bureau's State of West Virginia Certificate of Authority

# WORK FORCE

West Virginia  
USA

Joe Manchin III  
Governor

Russell L. Fry  
Acting Executive Director

August 24, 2009

Bureau of Office Services, Inc.  
361 South Frontage Road  
Suite 125  
Burr Ridge, IL 60527

Dear Employer:

We acknowledge receipt of your registration application. After reviewing this form, we have determined that you are not liable under the West Virginia Unemployment Law at this time.

We wish to advise that if you do employ persons whose services are localized in West Virginia, liability will be incurred as of the date of first employment in this state and this office should be immediately notified in order that an account can be established.

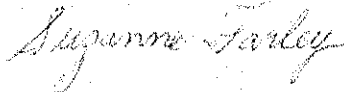
In accordance with provision of the Commissioner's Regulations, Regulation 96 CSR 2, an employer who desires to dispute a decision or action by the Commissioner, or designee, is required to file a complete and timely request for reconsideration; otherwise, the Bureau's decision or action becomes final after thirty (30) days receipt of this decision.

A request for reconsideration shall be filed within thirty (30) days of the employer's receipt of the disputed decision, or in absence of such a receipt, within sixty (60) days of the date of the Commissioner, or designee, making such disputed decision.

The request for reconsideration shall be filed with the Commissioner, Attention: Michael Moore, Director of Unemployment Compensation (5101), 112 California Avenue, Charleston, West Virginia 25305.

Please inform me at the time one of the above provisions has been met at (304) 558-2677, by fax at (304) 558-1324 or my e-mail at [sfarley@workforcewv.org](mailto:sfarley@workforcewv.org) I will then establish an active account for your business.

Sincerely,



Suzanne Farley, Office Assistant I  
Status Determination Unit

/smf

Contribution Accounting Section  
Unemployment Compensation Division  
112 California Avenue, Charleston, West Virginia 25305-0112  
<http://www.wvbep.org/bep/> • <https://www.workforcewv.org/>

*An equal opportunity employer/program and auxiliary aids and services are available upon request to individuals with disabilities  
Kelley Goes, Cabinet Secretary*

Figure 35, The Bureau's State of West Virginia Unemployment Compensation Registration



**B. Insurance Data**

The Bureau currently maintains business liability, general liability, automobile and workers compensation insurance levels which exceed State of West Virginia requirements. (Figures 36, 37, 38, 39 and 40)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE
<b>PRODUCER</b> HILB ROGAL & HOBBS OF CHICAGO/PHS 510605 P: (866) 467-8730 F: (877) 538-8526 PO BOX 29611 CHARLOTTE NC 28229						04-05-2009
<b>INSURED</b> BUREAU OF OFFICE SERVICES 361 S. FRONTAGE RD. STE 125 BURR RIDGE IL 60527						THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>						
INSURER A: Hartford Casualty Ins Co						
INSURER B: Hartford Underwriters Ins Co						
INSURER C:						
INSURER D:						
INSURER E:						
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> General Liab CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	83 SBA NK7507	06/08/09	06/08/10	EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83 UEC LP4360	06/08/09	06/08/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	83 SBA NK7507	06/08/09	06/08/10	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU: I OTH- TORY LIMITS: ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Those usual to the Insured's Operations. Volkswagen Credit Leasing, LTD. is named lessor as their interest may appear. RE: 2005 Audi A6 Vehicle Identification number: WAUDG94FXN053411 Comprehensive Deductible: \$500 Collision Deductible: \$500. Ref: PDP Account# 564684						
<b>CERTIFICATE HOLDER</b>		<b>ADDITIONAL INSURED; INSURER LETTER:</b>		<b>CANCELLATION</b>		
Volkswagen Credit Leasing, LTD. PO Box 650302 Cockeysville, MD 21030				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE <i>Taylor</i>		

Figure 36, ACORD Certificate



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY ENDORSEMENT (CLAIMS MADE)

08115 \*3100283NK75070110

This endorsement modifies insurance provided under the

SPECTRUM UMBRELLA SUPPLEMENTAL CONTRACT

SCHEDULE I

Table with 2 columns: Coverage, Limits of Insurance. Row 1: Employee Benefits Liability, \$ 3,000,000 each claim limit. Row 2: Employee Benefits Liability, \$ 3,000,000 aggregate limit.

SCHEDULE II

"Controlling Underlying Insurance Policy"

Insurer: HARTFORD CASUALTY INSURANCE COMPANY

Policy No.

Policy Period

Retroactive Date

83 SBA NK7507

06/08/09 TO 06/08/10

06/08/01

Coverage

Limits of Insurance

Table with 2 columns: Coverage, Limits of Insurance. Row 1: Employee Benefits Liability, \$ 2,000,000 each claim limit. Row 2: Employee Benefits Liability, \$ 4,000,000 aggregate limit.

This policy is extended to apply to Employee Benefits Liability, subject to the following additional provisions:

- 1. Except as otherwise provided by this endorsement, the insurance afforded herein shall follow all the terms, definitions and exclusions of the "controlling underlying insurance policy" designated in Schedule II.

2. SECTION I - COVERAGE EB

- A. We will pay those sums that the insured must legally pay as "damages:" 1. Because of "employee benefits injury" to which this endorsement applies; and 2. That are in excess of the limits of insurance in the "controlling underlying insurance policy." B. This insurance does not apply to "employee benefits injury" which occurred before the

Retroactive Date, if any, shown in Schedule II or which occurs after the "policy period."

3. SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Schedule I and the rules below fix the most we will pay regardless of the number of: 1. Insureds; 2. Claims made or "suits" brought; or 3. Persons or organizations making claims or bringing "suits." B. The Aggregate Limit is the most we will pay for all "damages" to which this endorsement applies. C. Subject to B. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one claim.

Form SX 04 15 06 97 Printed in U.S.A. (NS)

Page 1 of 3

© 1997, The Hartford

Process Date: 03/26/09

Expiration Date: 06/08/10

Figure 37, Employee Benefits Liability Endorsement

# EXTENSION SCHEDULE OF UNDERLYING INSURANCE POLICIES



This extension schedule forms a part of the policy designated in the Declarations.

Carrier, Policy Number and Policy Period:

A. HARTFORD CASUALTY INSURANCE COMPANY

83 SBA NK7507 06/08/09 TO 06/08/10

Type of Coverage

(X) Business Liability - including:

- Employees as Additional Insureds
- Contractual Liability
- Limited Non-Owned Watercraft
- Additional Insureds
- Damages To Premises Rented To You

**Applicable Limits**  
 Bodily Injury and Property Damage  
 Liability Combined  
 \$2,000,000 each occurrence  
 \$4,000,000 general aggregate

Property Damage Liability  
\$ 300,000 each occurrence

- (X) Personal and Advertising Injury
- (X) Products/Completed Operations

\$2,000,000  
 \$4,000,000 Prod./Comp. Ops.  
 aggregate  
 Limit of Liability

( ) Hired Auto and Non-Owned Auto

B. HARTFORD

83 UEC LP4360 06/08/09 TO 06/08/10

(X) Comprehensive Automobile Liability - Owned Automobiles

Bodily Injury Liability  
 each person  
 each accident

(X) Non-Owned Automobiles

Property Damage Liability  
each accident

(X) Hired Automobiles

Bodily Injury and Property Damage  
 Liability Combined  
 \$1,000,000 each accident  
 each occurrence

( ) Uninsured Motorist

C. HARTFORD

83 WEC GK6564 06/08/09 TO 06/08/10

(X) Employer's Liability

\$ 500,000 each accident\*  
 \$ 500,000 each employee by  
 disease\*  
 \$ 500,000 total policy by disease\*

D.

( ) Liquor Liability

An "X" marked in the box indicates the coverage is provided in the Underlying Policies.

(Note Maintenance of Underlying Insurance Condition SX 80 02 or SX 80 03)

\*Except that in any jurisdiction where the amount of Employers Liability Coverage afforded by the underlying insurer is by law unlimited, the limit stated does not apply and the policy of which this extension schedule forms a part shall afford no insurance with respect to Employers Liability in such jurisdiction.

08113  
\*3100283NK75070110

Form SX 80 04 10 08  
Process Date: 03/26/09

Policy Expiration Date: 06/08/10

Page 1 of 2

Figure 38, General, Business and Automotive Liability Extension

Insurer: HARTFORD CASUALTY INSURANCE COMPANY  
HARTFORD PLAZA, HARTFORD, CT 06115



This Declarations Page, with Umbrella Liability Provisions and Endorsements, if any, issued to form a part thereof, shall together constitute this Umbrella Liability Supplemental Contract, which in turn forms a part of Policy Number shown below.

None of the provisions of the policy to which this Supplemental Contract is attached applies to the Umbrella Liability Insurance provided hereunder.

Wherever the word "policy" appears in this form or in endorsements attached to or made a part of this Supplemental Contract, it means "Supplemental Contract".

POLICY NUMBER: 83 SBA NK7507

**DECLARATIONS**

Named Insured and Mailing Address: BUREAU OF OFFICE SERVICES, INC.  
SEE FORM IH 12 00  
361 S. FRONTAGE RD. STE 125  
BURR RIDGE IL 60527

Policy Period From: 06/08/09 To: 06/08/10  
12:01 A.M., Standard time at the address of the named insured as stated herein.  
Premium \$ INCLUDED ADVANCE PREMIUM

Self Insured Retention \$10,000 each occurrence

The Limits of Insurance subject to all the terms of this policy that apply are:

Each Occurrence	\$ 3,000,000	Products-Completed Operations Aggregate Limit	\$ 3,000,000
General Aggregate Limit (Other than Products - Completed Operations, Bodily Injury By Disease and Automobile)	\$ 3,000,000	Bodily Injury By Disease Aggregate Limit	\$ 3,000,000

**Schedule of Underlying Insurance Policies**

See Attached "Extension Schedule of Underlying Insurance Policies"

**Form Numbers of Forms and Endorsements that apply.**

SX80020405	SX80041008	SX02041008	SX04150697
SX21040697	SX21050697	SX21610697	SX21821008
SX24010401			

Countersigned by

*Christine R. Gas*

Authorized Representative

03/26/09  
Date

Form SX 80 01 06 97 T Printed in U.S.A. (NS)

08112  
\*3100283NK75070110



Figure 39, Numbered "Umbrella" Policy Extensions

64 (Policy Provisions: WC 00 00 00 A)  
65  
GK **INFORMATION PAGE**  
WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: SEE ATTACHED ENDORSEMENT

NCCI Company Number: 13269  
Company Code: 9



07334

\*3500183GK65640101



POLICY NUMBER: 83 WEC GK6564  
Previous Policy Number: 83 WEC GK6564

Suffix  
LARS RENEWAL  
08

HOUSING CODE: DV

1. Named Insured and Mailing Address: BUREAU OF OFFICE SERVICES  
(No., Street, Town, State, Zip Code)

361 S. FRONTAGE RD. STE 125  
BURR RIDGE, IL 60527

FEIN Number: 362391254

State Identification Number(s):

The Named Insured is: CORPORATION  
Business of Named Insured: TRANSCRIPTION SERVICE  
Other workplaces not shown above: SEE ATTACHED SCHEDULES

2. Policy Period: From 06/08/09 To 06/08/10  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: HILB ROGAL & HOBBS OF CHICAGO/PHS

PO BOX 29611  
CHARLOTTE, NC 28229  
Producer's Code: 510605

Issuing Office: THE HARTFORD  
8711 UNIVERSITY EAST DRIVE  
CHARLOTTE NC 28213  
(866) 467-8730

Total Estimated Annual Premium: \$10,989  
Deposit Premium:  
Policy Minimum Premium: \$536 IL (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL  
Installment Term:  
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Kristina R. Gier* 04/24/09  
Authorized Representative Date

Form WC 00 00 01 A (1) Printed in U.S.A.  
Process Date: 04/24/09

Page 1 (Continued on next page)  
Policy Expiration Date: 06/08/10

Figure 40, Workers Compensation Policy