



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
 WWV10867

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY

PROPERTY
 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

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2010				
BID OPENING DATE: 06/24/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-24	varies (see page 8)	\$159,975.00
<p>COURT REPORTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA. IS SOLICITING BIDS FOR TRANSCRIPTION SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING T FRANK WHITTAKER IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV CC KRISTA.S.FERRELL@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 06/09/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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 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</p>						

RECEIVED

2010 JUN 24 A 10:14
 PURCHASING DIVISION
 STATE OF WV

SIGNATURE *Richard C. ...* SEE REVERSE SIDE FOR TERMS AND CONDITIONS
 TITLE President/CEO
 TELEPHONE (800) 5-BUREAU [528-7328]
 FEIN 36 239 1254
 DATE 06/22/2010
 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 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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Quotation

RFQ NUMBER: **WWV10867**

PAGE: **2**

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304-558-2316

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361 S. Frontage Road, Suite 125
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(800) 5-BUREAU [528-7328]

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25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/24/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: <i>Richard E. Hovorka</i>	TELEPHONE: (800) 5-BUREAU [528-7328]	DATE: 06/22/2010
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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<p>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>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>RFQ. NO.: WWV10867</p> <p>BID OPENING DATE: 06/24/10</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Richard E. Plank</i>	TELEPHONE (800) 5-BUREAU [528-7328]	DATE 06/22/2010	
TITLE President/CEO	FEIN 36 239 1254	ADDRESS CHANGES TO BE NOTED ABOVE	

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State of West Virginia
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05/26/2010				

BID OPENING DATE: **06/24/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (630) 789-3239						
CONTACT PERSON (PLEASE PRINT CLEARLY): Richard E. Piasecki						
***** THIS IS THE END OF RFQ WWV10867 ***** TOTAL:						\$159,975.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Richard E. Piasecki* TELEPHONE **(800) 5-BUREAU [528-7328]** DATE **06/22/2010**

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
WORKFORCE West Virginia
REQUEST FOR QUOTATIONS
WWV-10-867 (Transcription Services)

1. GENERAL INFORMATION

1.1 Project:
Transcribing of Hearings

The Board of Review conducts hearings that are recorded on cassette tape or digital recording to be transcribed. The specific number of hearings held varies from month to month. The Board of Review estimates 700 hearings to be transcribed per month. (Attachment A)

Transcripts 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 and 5/8" margin on the right side.
- Single spacing Questions and Answer format
- Arial 12 point Font type and 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 per page.
- Index of key words at the end of the transcript.

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

Typing of Decisions/Orders

Approximately 4,500 decisions are issued by the Board of Review per year. They have approximately seven individuals holding hearings and dictating decisions. These decisions vary in length from two (2) pages to as many as five (5) pages. A "typical" decision is three (3) pages. Decisions shall be typed in the following manner:

- The first page shall have a 1" margin at the top.
- All subsequent pages shall have a header on line 5, leaving a 5/8" margin at the top. All pages will have a 1" margin on the left-hand side and a 3/4" margin on the right hand side of each page.
- Single-spaced with appropriate paragraphing.
- Arial 12 point Font type and size.
- 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.

"Standard" decisions are attached to this RFQ for the Board of Review (Attachment B) to show the form of the respective decision/orders. Hearings transcribed from cassettes and those transcribed from phone or other electronic format will be prepared in this format.

The persons dictating decisions/orders will reference certain preformatted language. The Board of Review will provide this language to the successful vendor for insertion into the decision/orders. The board of Review will update and change the preformatted language as necessary.

The successful bidder must provide toll-free receipt of the dictation of the decisions/orders by employees of the board of Review.

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

1.2 Price quotations

The price(s) quoted in the bidder's response will not be subject to any increase and will be considered firm for the life of the contract.

2. SCOPE OF WORK

2.1 Decisions Orders from Cassette Tapes

The successful vendor will transcribe decision/orders from cassette tapes or digital recordings if telephone communication or other electronic means is unavailable due to malfunction of equipment. If vendor's equipment malfunctions, the equipment must be repaired with 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 Board of Review. Also, the vendor must be available for in-person pick-up of cassettes each day. The pick-up location will be in the Charleston, West Virginia area.

2.2 Electronic Transfer of Document

The vendor must have the ability to electronically mail decisions/transcripts to Board of Review in format compatible with the Board of Review software such as Word 2007.

1. The vendor must have the ability to electronically mail the typed decision/order to the electronic mail address provided by the Board of Review for printing at the local office 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 Board of Review no later than 5:00 p.m. on Tuesday. The Vendor selected must indicate the security in place for electronic transfer of information encrypting data in transit equivalent to or better than SSL3.0(Secure Socket Layer) .

The successful vendor will retain a "copy" of the electronically transmitted documents for a 45-day period. The successful vendor will provide to the Board of Review the previous month's transcription of decision/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 decision/orders to the Board of review by magnetic mass storage device (such as a compact disc).

2.3 Retention and Confidentiality



The successful vendor agrees to keep all dictation of hearings transcripts and decisions/orders, and any voluntary storage of those materials confidential. This shall include, but shall not be limited to: ensuring that all data stored on any computer, server or other digital storage devices is protected via the then current encoding/firewall protection against potential hacking; all employees shall be bonded; and, all hard copies of documentation shall be secured away from public access and viewing.

The successful vendor is not required to keep the transcribed materials stored for any specified period of time and shall only store it for whatever standard period of time the vendor deems appropriate for their internal needs.

2.4 Accuracy

The quality of the decisions/orders/transcripts shall be subject to a quality review by the Board of Review. If the quality of the documents falls below 95% accuracy or if there is a consistent loss of dictations material (either to or from the Board of Review and the successful vendor), and contract resulting from this RFQ may be terminated.

The Board of Review 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 the problem and the contract is terminated, all work in progress shall be delivered to the Board of Review.

2.5 Prioritization

Vendor must accommodate the requirements of the Board of Review to prioritize work and comply with special requests regarding the order in which dictations are transcribed.

2.6 Indexing

The vendor will provide keyword indexing at the end of each transcript. The indexing will be an alphabetical listing of all words in the transcript, their page number (in parenthesis) and their line number. For example, see Attachment C.

2.7 Copying

The vendor will provide multiple copies of transcribed documents as requested by the Board of Review.

2.8 Qualifications

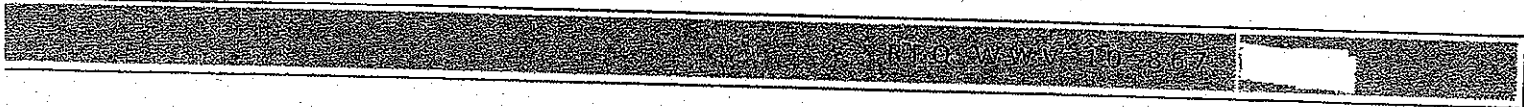
Vendor must have a minimum of five (5) years experience in doing legal and medical transcription.



3. COST PROPOSAL

	Estimated Annual Pages*		Price Per Page	Cost
Transcribing Hearings from Cassette Tapes or Digital Recordings	30,000	x	<u>\$2.675</u>	<u>\$80,250.00</u>
Transcribing Telephone Dictation	7,000	x	<u>\$2.675</u>	<u>\$18,725.00</u>
Typing of Decisions/Orders	20,000	x	<u>\$2.675</u>	<u>\$53,500.00</u>
Documentation copying (extra copies of transcripts)	300,000	x	<u>\$0.025</u>	<u>\$7,500.00</u>
	TOTAL			<u>\$159,975.00</u>

*Estimates are for calculating purposes only.



Attachment A

IN THE MATTER OF:

CASE NO. R.10-0137

EMPLOYER:

AT: TELEPHONIC HEARING, WEST VIRGINIA

DATE: FEBRUARY 19, 2010

BEFORE: ADMINISTRATIVE LAW JUDGE BOARD OF REVIEW WORKFORCE West Virginia

APPEARANCES: CLAIMANT APPEARED TELEPHONICALLY

L S Services (740) 377-9411

INDEX

EMPLOYER APPEARED TELEPHONICALLY BY FIELD OPERATIONS; AND SUPERVISOR

TRANSCRIBED BY:

L S Services (740) 377-9411

FISHER

INDEX

TESTIMONY

WITNESS	EXAMINED BY	PAGE
[REDACTED]	JUDGE [REDACTED]	9
[REDACTED]	CLAIMANT	15
[REDACTED]	JUDGE [REDACTED]	17
[REDACTED]	JUDGE [REDACTED]	20
[REDACTED]	JUDGE [REDACTED]	28

EXHIBITS

ALJ EXHIBIT 1	7
ALJ EXHIBIT 2	7

ALL EXHIBITS LOCATED AT END OF TRANSCRIPT

L S Services (740) 377-9411

The Employer appealed from the decision of the deputy at Mercer County, West Virginia, dated January 4, 2010, which held: "Claimant not disqualified; discharged but not for misconduct." The Claimant then appealed from the decision of the Administrative Law Judge which held: "The decision of the deputy is reversed. The Claimant is disqualified. The Claimant was discharged for gross misconduct. The Claimant is disqualified until he returns to covered employment and has been employed therein at least thirty working days."

"This decision, if it becomes final, may result in an overpayment of benefits to the Claimant, which will be collected as provided for in the statute."

"If West Virginia is in an Extended Benefit Period when your

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regular benefits are exhausted, this decision, if it becomes final, will have the effect of denying entitlement to Extended Benefits in accordance with the West Virginia Unemployment Compensation Law [§21A-6A-1(12)(G)]."

JUDGE: This is the unemployment hearing for [redacted]. The Employer is [redacted]. Today's date is [redacted].

The hearing is being held telephonically before [redacted] Administrative Law Judge, from the Employer's appeal of the decision of the Deputy Commissioner finding Claimant eligible; Claimant not disqualified. Claimant discharged but not for misconduct.

The issue in this case is whether the Claimant left his job

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with good cause involving fault on the part of the Employer or whether he was discharged for misconduct. And if there was misconduct, whether it was simple or gross misconduct.

The Claimant appears telephonically. The Employer appears by [redacted] Field Operations and [redacted] Compliance Officer.

Would you all raise your right hands, please? Do you swear or affirm that in the matter now in hearing you'll speak the truth, the whole truth, and nothing but the truth?

WITNESSES: (Each answered in the affirmative.)

JUDGE: Prior to the hearing the parties had an opportunity to review the deputy's decision and fact-finding report in this case; is that correct, Mr.

L S Services (740) 377-9411

CLAIMANT: Yes, Your Honor. JUDGE: [redacted], is that correct?

MR. [redacted]: Yes, sir.

JUDGE: Any objections to making those documents part of the record of this hearing?

CLAIMANT: No, sir.

MR. [redacted]: No, sir.

JUDGE: There being no objections, the deputy's decision and fact-finding report are admitted as ALJ Exhibits 1 and 2.

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

JUDGE: This is a case in which the deputy found that the Claimant was discharged. In a discharge case, the Employer has the burden of proving the Claimant

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was guilty of misconduct. Simple misconduct is a six-weeks disqualification. Gross misconduct is a disqualification until he returns to work and is employed in covered employment at least 30 working days. If there is no misconduct, there is no disqualification.

The Employer will present its evidence first. After the witnesses testify, [redacted], I'll give you an opportunity to ask any questions you might have.

After the Employer concludes its case, then the Claimant will present his evidence. He will likewise be subject to cross-examination.

The Employer will not be permitted to directly cross-examine the Claimant in this case. To avoid the unauthorized practice of law, if they have any questions,

L S Services (740) 377-9411

I'll repeat the question back to him.

At the conclusion of this hearing you'll have a written decision in about two to three weeks. Are there any questions of the issues or procedures before we start?

CLAIMANT: No.

MR. [REDACTED]: No.

JUDGE: Who will testify first for the Employer?

MR. [REDACTED] I will, [REDACTED]

(Witness Sworn)

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

EXAMINATION

BY JUDGE:

Q Mr. [REDACTED] you are - what is your title, sir?

L S Services
(740) 377-9411

A Director [REDACTED]

Q And is it correct the Claimant was employed with your company from [REDACTED], to [REDACTED]

A Yes, sir.

Q He was a field manager earning [REDACTED] a week?

A Yes, sir.

Q What type of work do you do, sir, your company?

A We are a field services provider [REDACTED], servicing and upgrading [REDACTED] for [REDACTED]

Q All right. Was the Claimant fired?

A No, sir.

Q Why is he no longer employed there?

A Well, we sent two supervisors to his home to speak to him about his job performance. He became belligerent and physically

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(740) 377-9411

confrontational. At that point we recovered the equipment from him and have not heard from him since.

Q When you say you recovered the equipment from him, what equipment?

A As a manager in our company he had been issued a company vehicle, laptop, camera, phone. We had taken the van with us that night. We attempted to recover the rest of his equipment. He did not turn that in and has still not turned that in. But we did recover his vehicle.

Q Well, when you recovered the vehicle, was he told he was discharged or what was the status of his employment at that time?

A He actually - he was actually not told anything. He left the site before any further communication was - we were able to have any further communication with

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(740) 377-9411

him. Two supervisors showed up at his house that night to speak with him after he become physically confrontational. They contacted the police. The police showed up. [REDACTED] spoke with them first and then the police left before we had - our supervisors had a chance to speak with them.

At that point [REDACTED] got in his personal vehicle and drove away.

Q So you took your van at that - your vehicle at that point?

A Yes, sir.

Q And you've never heard back from him?

A Correct.

JUDGE: All right. If the evidence shows the Claimant quit, then the Claimant has the burden of showing he left his job with good cause involving fault on the part

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of the Employer.
If he left with Employer fault, he's entitled to benefits. If there's no Employer fault, he'll be disqualified until he returns to work and is employed in covered employment for 30 working days.

Do either of you have any questions about what I just advised you?

MR. [REDACTED] No, sir.
JUDGE: All right.

BY JUDGE:
Q Mr. [REDACTED], anything else?

A I would like to point out the documents that you referenced earlier in terms of misconduct. So in terms of simple misconduct, we have a clear trail of written counseling with Mr. [REDACTED]. A written warning from me, another written warning from me.

A signed admission from Mr. [REDACTED] that he had tampered with

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the GPS on his vehicle. A final written warning on the 22nd. Another final written warning on the 26th indicated that we had continued to try to give him chances.

The next day another written warning followed by a period of six days in which [REDACTED] was completely nonresponsive to e-mails or phone calls from his direct supervisor.

When we sent the two supervisors to his house to speak to him about all of this, that's when the gross misconduct occurred, which was witnessed by [REDACTED] who is the room with me today when [REDACTED] head butted another supervisor in the company, [REDACTED].

JUDGE: All right. Mr. [REDACTED] any questions of Mr. [REDACTED]?

CLAIMANT: Yeah.

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CROSS-EXAMINATION

BY CLAIMANT:
Q Mr. [REDACTED], you guys said that you did in fact, call the police; is that correct?

MR. [REDACTED]: Sir, is it okay to answer the question directly?

JUDGE: Yes.

MR. [REDACTED]: Yes, that is correct.

CLAIMANT: Your Honor, I have - we contacted the police department and -

JUDGE: Well, that's not the issue, sir. I'm not going to contact the police department. Do you have any other questions?

CLAIMANT: I actually have, Your Honor - we have to subpoena the written statement saying that I was the one that actually called the police -

JUDGE: It's too late - [REDACTED] it's too late to subpoena

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anyone. The hearing has already started. Do you have any other questions of Mr. [REDACTED]?

CLAIMANT: Right. Well, I was the one that -

JUDGE: It doesn't matter, sir. It doesn't matter who contacted the police, sir. Do you have any other questions?

CLAIMANT: As far as questions, no.

JUDGE: All right. Mr. [REDACTED], do you have anything else before we hear from Mr. [REDACTED]?

MR. [REDACTED]: Yes. I'd like for Mr. [REDACTED] to share what he witnessed in terms of the gross misconduct and physical confrontation.

(Witness Sworn)

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

EXAMINATION

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BY JUDGE:

Q Mr. [REDACTED], state your name, sir.

A My full name is [REDACTED]

Q And you're the Compliance Manager?

A That's correct.

Q All right. Were you present on the date of the incident?

A Yes, sir.

Q What was the date? Was that [REDACTED] approximately?

A Yes, that's correct.

Q All right. Tell me what you saw happened, sir.

A We arrived at the Claimant's home. We originally knocked on the door with no answer. Once we finally got him to come to his door, I spoke with him and told him that we had another infraction notice and that we were going to discuss his future with the

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company.

And he became - said he wasn't signing anything. At that point [REDACTED] actually spoke with Mr. Cooper and told him, you know, he was talking with him.

And [REDACTED] became upset and went down the small set of steps in front of his home towards [REDACTED], Mr. [REDACTED]. He pressed his forehead up against [REDACTED] forehead and pushed him physically backwards. That's when Mr. [REDACTED] walked away and that's when he called the police.

Q He who?

A Mr. [REDACTED].

Q So when you say he put his forehead on him, what do you mean, he head butted him?

A Yes.

Q And that was his supervisor?

A It was a supervisor with our company, yes, that's correct.

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Q All right. Anything else? 19

A No, I believe that's it.

JUDGE: Mr. [REDACTED], any questions?

MR. [REDACTED]: No, sir.

JUDGE: Mr. [REDACTED], any questions?

CLAIMANT: Um - just that - Mr. [REDACTED], if the head butt incident happened like you said it did, why didn't you guys contact the policy, why wasn't a report filed? If somebody got head butted they would've had to file a report -

JUDGE: Mr. [REDACTED], you ask a question and let him respond.

You don't ask a question and then answer it for him. Do you have any other questions?

CLAIMANT: No - just why wasn't a report done?

JUDGE: How would he know why the police wouldn't do a report, sir? We don't have any

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evidence of that. Do you have any questions about the incident that happened? 20

CLAIMANT: No questions. It didn't happen like -

JUDGE: Mr. [REDACTED], anything further before we hear from Mr. [REDACTED]?

MR. [REDACTED]: No, sir, nothing from the Employer.

(Witness Sworn)

WHEREUPON,

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

EXAMINATION

BY JUDGE:

Q Mr. [REDACTED], state your name, please.

A [REDACTED], Your Honor.

Q Tell me your side of what happened, please.

A I'd actually - there were -

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when me and the - the last time I was with the [redacted] we was talking to Mr. [redacted] and we had the interview with Mr. [redacted] talking there about missing work.

The time that I did miss work is when I had an aunt that did die. I'd talked to my boss. He - they were all advised of that. That was during the time that my work was - my mail was not - I never recovered - never answered it during the viewing.

As far as the - you know, the GPS, I was being told right on the spot that if I did not agree to it and I told them that it was not tampered with, I was even showed, you know, they were saying the GPS was not working, I was even showed - you know - they were told, Mr. [redacted] and Mr. [redacted] was even told by a technician that they did see me over three hours away from

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where - they say my van was setting at my house.

Well, later when we had an interview with Mr. [redacted] they said that it never showed that - it didn't show up anything.

At that time I was being told, you know, I either sign that or I was being fired on the spot. I have a - I have a baby and I would not have honestly - you know - I need to keep my job. I definitely wouldn't do anything that would interfere with me losing my job and supporting my baby.

And as far as the incident that night, like I said, there was two days I did not work because of my aunt. I was home. I had just got home. I was still in the uniform. I still had my company coat on.

Mr. [redacted] and Mr. [redacted] did come to my house. Mr. [redacted] - I mean was nice. Mr. [redacted] had an

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attitude and requested - you know - there was nothing said about any kind of - any kind of thing to sign. They didn't have any paperwork in their hand or nothing like that.

That wasn't reported - if that's true, that would've been reported with the last interview with Mr. [redacted] and it was not. There was no paperwork at all. I've got the paperwork here in my hand that Mr. [redacted] - that Mr. [redacted], he had brought the last interview. There was nothing in that - nothing like that.

They did come up - I did ask Mr. [redacted] - Mr. [redacted] - he was becoming kind of belligerent - at that time I asked him to get off my property. He was demanding the keys to my van.

I said you're - I'm a co-manager, you're a co-manager. I

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will talk to Mr. [redacted]. He is - I do not have a problem with Mr. King at all. He was being professional, being nice, courteous.

We were having conversations that were you know - we were able to have conversations.

At that time Mr. [redacted] would not get off. I told him - he said that - I told I'm not giving you the keys. He said well, I'll call the police. I said don't worry, I will call them myself.

At that time, Your Honor, I called the police. That's when Mr. [redacted] did leave. He did leave. He got in the van. I talked to Dan a little bit more. [redacted] got into the van also.

I went down into the - [redacted] was in the passenger seat. Me and him talked for a good ten minutes. The police did come up. He asked who was [redacted]. I - me - you

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know - he said you're the caller. I said yes.

He said what's going on. The complaint is they're not getting off your property. Do you want me to remove them off your property. He said where are they at.

I said the only one - I said they're in the van now. I said you know - I said I'm not saying - the other one I didn't have a problem with. He's the one I'm talking with. I said so everything is okay.

And he asked me a second time are you -

Q Mr. [redacted] I don't care what the police told you. The issue is why you're no longer employed there. Is there anything else about why you're not employed there that you want to address?

A What I - Your Honor, that's what basically - I feel the whole

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thing - is over a - they're saying that - you know -

Q I heard what they're saying, so I -

A - somebody -

Q I heard what they're saying, sir. I want to hear your side of it.

A I was fired. And I'm saying that no head butting happened. I'm the one that called the police. My work status, I've got bonus checks - my work status - you know - has been the best of my ability. You know and bonus checks after bonus checks showed that. That's basically all I got.

That's what I feel it's over and that's what the paperwork it showed it's basically - it had to do with that, not in particular -

Q Did you touch the supervisor, sir?

A Negative. No, sir. Not in

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any kind of way, Your Honor.

JUDGE: Mr. [redacted], any questions? Mr. [redacted], any questions.

MR. [redacted] Yes, sir. Mr. [redacted] if your understanding that evening that you were wanting to continue your employment, I assume that's why you kept our company property, the computer -

JUDGE: What's the question, sir?

MR. [redacted] Sir - Mr. [redacted] if you intended - did you keep our company property because you intended or you understood that you were still employed with the company?

CLAIMANT: I don't know what you - I mean - the van - the - all the tools were given - everything that was not given is like what you guys were told what I did not have in my possession.

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JUDGE: Any other questions, Mr. [redacted]? The issue is why he's not employed there, not what happened after - what he kept after his separation from employment. Any other questions?

MR. [redacted] No, sir. No further questions.

JUDGE: Mr. [redacted], anything further?

CLAIMANT: No, Your Honor.

JUDGE: Mr. [redacted], anything further?

MR. [redacted]: No, sir.

WHEREUPON, [redacted] recalled as a witness, being previously duly sworn to tell the truth, further testified as follows:

RE-EXAMINATION

BY JUDGE:
Q Mr. [redacted] let me ask you, did you see firsthand Mr. [redacted] touch in any way the other coworker?

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A Yes, sir, I did.

Q What did you see?

A - what I had it was about six to eight steps, I was standing on the top step. Mr. [redacted] was standing on the bottom step. Mr. Fisher did come down the steps. He pressed his forehead into Mr. [redacted] forehead and he pushed him backwards. At that point Mr. Biltoft walked away.

JUDGE: All right. Mr. [redacted], any questions?

MR. [redacted] No, sir.

JUDGE: Mr. [redacted], any questions?

CLAIMANT: No, Your Honor. Your Honor, the - that's not what I don't know, Your Honor - I talked to her before hand. She was a neighbor that -

JUDGE: Well, you can't tell me what she said, sir. She's not here and I can't reach her. I

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tried three times to get her on the phone and it rang her voicemail. You can't tell me what the witness said. Do you have any questions of Mr. [redacted]

CLAIMANT: No, Your Honor.

JUDGE: Anything further for the record? All right. If there's nothing further, that will conclude this hearing.

The Board will have a written decision to you in about two to three weeks. Thank you very much.

* * * * *

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STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, TO-WIT:

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

This, the [redacted] day of [redacted], 2010.

[Redacted signature block]

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Board of Review
WORKFORCE West Virginia
112 California Avenue
Charleston, West Virginia 25305
304-558-2636/1-800-635-0189

Case No. 1

IN THE MATTER OF:

Claimant:
S.S. No. :
Address :

Employer:
Address :

This case came on for telephonic hearing before _____, Administrative Law Judge, on _____, 2006.

APPEARANCES:

CLAIMANT appeared telephonically. Employer appeared telephonically by _____

ISSUE:

The Employer appealed from the decision of the _____ dated _____ which held: "Claimant not disqualified; discharged but not for misconduct."

FINDINGS OF FACT:

1. The claimant worked for the above employer as a _____ beginning _____ As part of his duties, and immediately precedent to his separation from employment the claimant was assigned to perform services at an _____ for an _____
2. On Saturday, _____, the claimant was working at the _____ on the _____ shift. Part of his responsibilities was to answer the _____ to direct calls and answer inquiries from employees and _____

3. It is alleged that the claimant failed to [redacted] who had reportedly called on the public telephone. [redacted] on the [redacted] and also [redacted]
4. The claimant denies this. The only evidence proffered to the contrary was hearsay evidence of what the [redacted] owner had been told. Accordingly, I find the best evidence reveals that the claimant did not fail to answer calls, and was not in dereliction of duty.
5. The [redacted] any requested that the claimant be replaced and another [redacted] assigned to the position. They did not wish him to be on the property further.
6. On or about [redacted], the claimant was terminated from employment. I find no misconduct on his part in connection with the separation.

CONCLUSIONS OF LAW and DISCUSSION:

Chapter 21A-6-3(2) of the West Virginia Code provides that an individual shall be disqualified from receiving unemployment compensation benefits for the week in which he was discharged from his most recent work for misconduct and the six weeks immediately following such week. The Supreme Court of Appeals of West Virginia has defined misconduct to include a willful act on the part of an individual, which is contrary to the best interest of the employer. On the other hand, mere inefficiency, unsatisfactory conduct, failure in job performance as a result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgement or discretion, are not deemed to be misconduct within the meaning of the Code. The burden is on the employer to prove misconduct.

The employer has the burden to establish with competent, reliable and appropriate evidence that an individual committed misconduct. Evidence must be in the form other than total hearsay. The employer's representative at hearing had no personal knowledge of the facts and circumstances other than what he had been told.

The claimant denies these allegations and establishes that he performed his duties at all times to the best of his ability, and any failures were, of necessity, occasioned by failures in either the mine phone or the public telephone service, both of which had occurred at prior times.

The evidence does not preponderant in favor of the employer. The employer has failed to meet its burden. Conversely, I find the claimant's testimony, firsthand, made under oath, and credible. I find that the claimant was guilty of no [redacted]. I agree with the deputy that no disqualification and be imposed.

DECISION:

The decision of the deputy is affirmed. The claimant is not disqualified from receiving unemployment compensation benefits. The claimant was [redacted] from his most recent employment.

This, the [redacted] th day of [redacted] 200 [redacted]

ABILITY (26):14 (31):7
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RFQ N^o: **WWV10867**
Due: **June 24, 2010, 1:30 PM**



Court Reporting Services
for
WORKFORCE
West Virginia
USA

Proposal

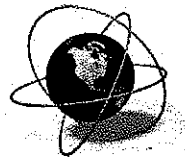
Presented to:

The State of West Virginia
Purchasing Division
Charleston, West Virginia



Submitted by:

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



B.O.S.

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Note: Confidential and proprietary information is included in this proposal which shall be redacted prior to public distribution. These are delimited with stars ("★") and red text above and below.





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 efficiently use and process 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 Bureau of Employment Programs ("WVBEP," "WORKFORCE West Virginia"), 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, 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
- ▶ 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 allows retention that far exceeds the RFQ's 45-day requirements (if deemed valuable)
 - ▶ 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 database, software and template updates for all staff which ensure product uniformity and automatic adherence to ongoing changes
- ▶ Complete and easy text search index for every delivered document including simple, compound and boolean searches
- ▶ Triple-redundant enterprise broadband internet connectivity
- ▶ Triple-redundant, hard-wired digital telephone connectivity
- ▶ An array of time-saving and accuracy-improving workflow options customizable using any combination of organization, department, section and individual user levels
- ▶ Available efficiency-improving technology including digital portable, wireless, hands-free, bar coding and other flexible audio and data capture



▶ **Billing and Tracking**

- ▶ Automated, hands-off billing at the server level that precisely conforms to solicitation specifications requiring page-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 of West Virginia staff



B. Corporate Particulars



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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)

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Recording, Transcription, QA and Delivery Workflow

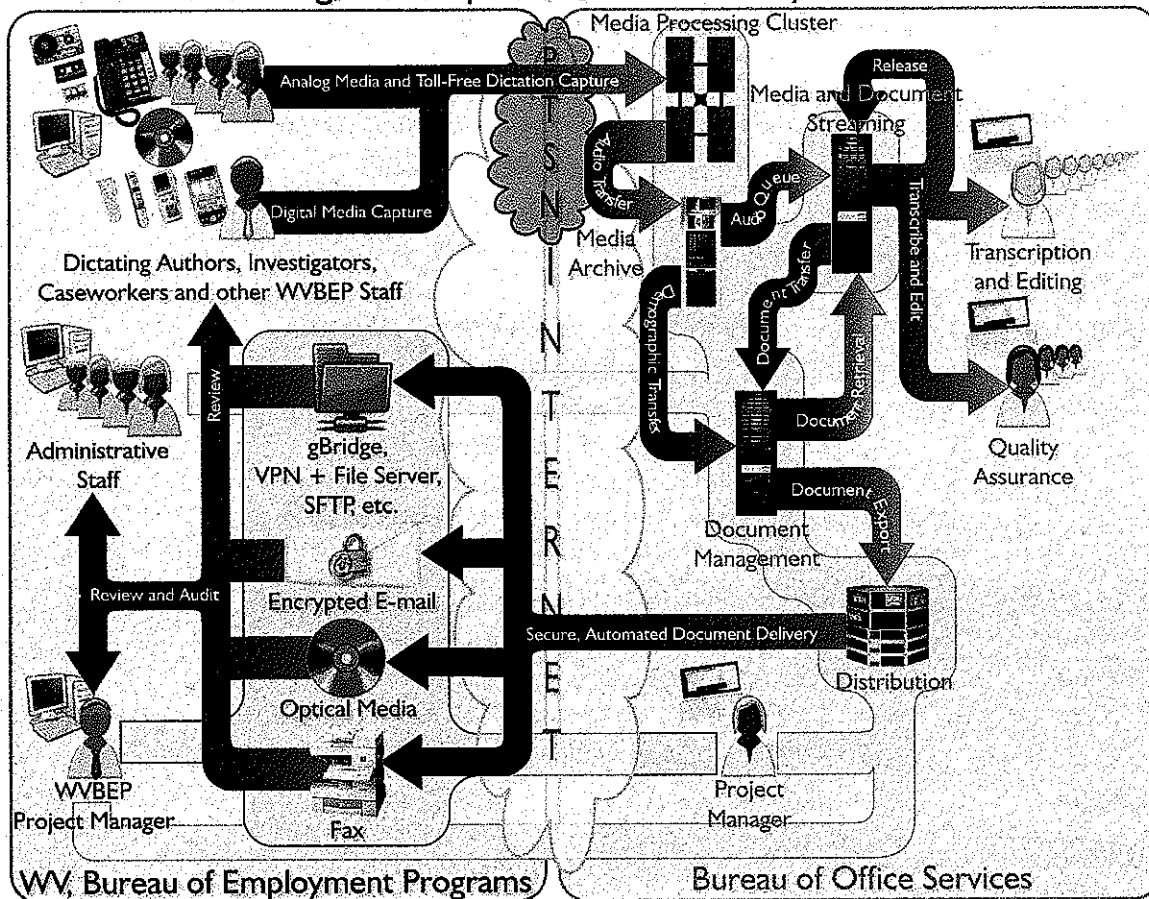


Figure 1. Every step of the workflow process is automated and logged.

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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
1130629	10:27	U	8	VAR	9.	Primer...	11	Compe...	McWilliams, Kevin	05/08/2009 10:49	345878931
1130672	10:25	U	8	VAR	9.	Primer...	11	Compe...	McWilliams, Kevin	05/08/2009 13:07	967854321
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	Transcriber	Facility	Route Name	Author	Subject ID	Subject	Dept	Department	Work	Work Type	Rec	Dictation Start
1131530	U	00:03:00					618	France, Randal		10	ALL	7	Outpatient Page		5/11/2009 14:13:40
1131529	U	00:03:31					4481	Bake, Matthew		4	Surgey	25	Orthopedic Surge		5/11/2009 14:12:31
1131528	U	00:03:52					2177	Gifford, Thomas C		5	Ear Nose	25	Consultation		5/11/2009 14:11:59
1131527	U	00:01:31					618	France, Randal		10	ALL	7	Outpatient Page		5/11/2009 14:11:18
1131526	F	00:01:33					5370	Pease, David		3	Emergency	59	Emergency Depa		5/11/2009 14:10:26
1131525	U	00:05:07					8905	Mira, Ami		352	Arlington 11		Letter		5/11/2009 14:08:40
1131524	U	00:02:29					1618	France, Randal		10	ALL	7	Outpatient Page		5/11/2009 14:08:00
1131523	U	00:03:16					7167	Huff, Lawrence		4	Surgey	05	Consultation		5/11/2009 14:07:22
1131522	F	00:02:58					5370	Pease, David		3	Emergency	59	Emergency Depa		5/11/2009 14:07:14
1131521	U	00:12:55					2260	Sabock, Robert		21	Range	12	Consultation an		5/11/2009 14:06:36
1131520	U	00:02:20					618	France, Randal		10	ALL	7	Outpatient Page		5/11/2009 14:04:00
1131519	U	00:06:51					2177	Gifford, Thomas C		5	Ear Nose	25	Consultation		5/11/2009 14:03:14
1131518	U	00:08:13					25	Cooksey, Lewis H		3	Physiat M 8		Progress Note		5/11/2009 14:02:29
1131517	U	00:00:46					005	Lipton, MD, Dave		20	General S 05		Progress Note		5/11/2009 14:01:14
1131515	F	00:01:24					1373	Kemper, Dan D		15	Orthoped 24		Clinic Note		5/11/2009 14:00:52
1131514	F	00:07:00					13220	Dupedia, Susan		12	Pathology 12		Microscopic Path		5/11/2009 14:00:23
1131513	U	00:06:42					182	Makhsis, MD, As		1	Primary C 09		Progress Note		5/11/2009 13:58:15
1131512	U	00:01:05					053	Soh, MD, A Mi		1	Primary C 09		Progress Note		5/11/2009 13:56:55
1131511	F	00:04:05					0320	Viole, Carol		4	Surgey	05	Consultation		5/11/2009 13:56:24
1131510	U	00:24:01					3188	Traub, Thomas		21	Range	12	Consultation an		5/11/2009 13:56:17
1131508	U	00:03:13					8108	Wilson, Matthew		5	Ear Nose	24	Clinics		5/11/2009 13:54:04
1131508	F	00:00:37					4701	Digilantoppo, Ant		01	Main Faci 11		Office Note		5/11/2009 13:53:43
1131507	F	00:10:53					611	Schnitzer, Thom		101	Arthritis C 03		Physician Evalua Rec		5/11/2009 13:53:40
1131506	U	00:02:24					8108	Wilson, Matthew		5	Ear Nose	25	Consultation		5/11/2009 13:50:57
1131505	F	00:04:15					4701	Digilantoppo, Ant		01	Main Faci 10		Letter		5/11/2009 13:49:20
1131504	U	00:02:27					8687	Ruizera, Joseph		38	Primary C 15		Progress Note		5/11/2009 13:48:55

Figure 3, The Master View screen displays details about all jobs specified by WORKFORCE West Virginia 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"> ▶ Author or recording technician manual assignment (i.e., any document designated as priority during recording) ▶ Bureau staff or WORKFORCE West Virginia administrative staff assignment ▶ Exceeding Trigger Time automatic assignment ▶ Exceeding Turnaround Time automatic assignment

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

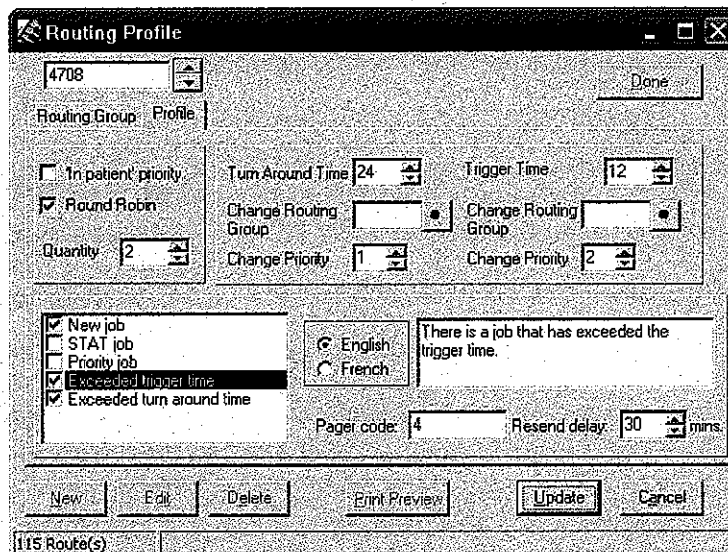


Figure 5, Routing Profiles for each work type or a group of work types ensure recorded jobs are automatically re-prioritized as they get closer to their assigned turnaround time. In addition, automatic pager and telephone notification options let administrators know if a turnaround problem is eminent.

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	12 hours	24 hours
Standard Priority	24 hours	48 hours

Figure 6, WVDEP 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 end-to-end security. This architecture positively affects many aspects of processing. This includes the way document security is maintained, billing is generated and information is purged. All documents are edited, stored, processed using Microsoft Word and exported in one of over forty (40) different formats including the required Microsoft Word format.

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.

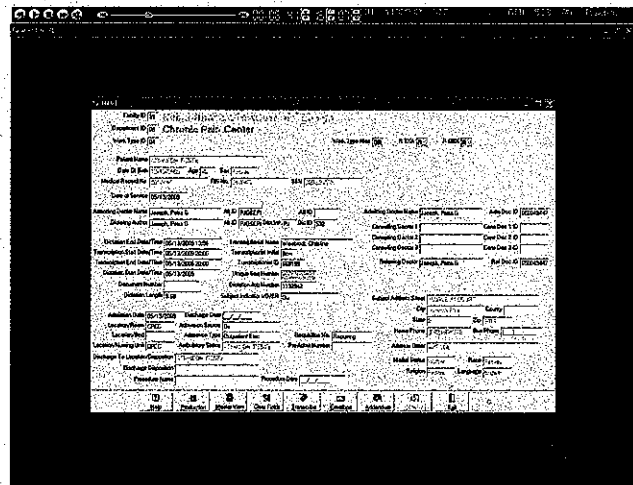


Figure 7, The Transcription Entry Screen ("TES") along with streaming audio playback allows for efficient playback, quick database lookup, insertion, verification and editing of data.

When repetitive text needs to be entered, a shared shortcut glossary allows for automatic entry of preformatted language to be inserted anywhere within a document. Each glossary entry allows for staff to select the specific entry either by selecting it from an automatic and searchable database list or typing a *shortcut* to expand into the full text of the glossary entry. These can be defined to more efficiently enter short phrases, an entire paragraphs or many pages of form data that require data be entered into specific locations within the form. New glossary data is updated upon login.

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)

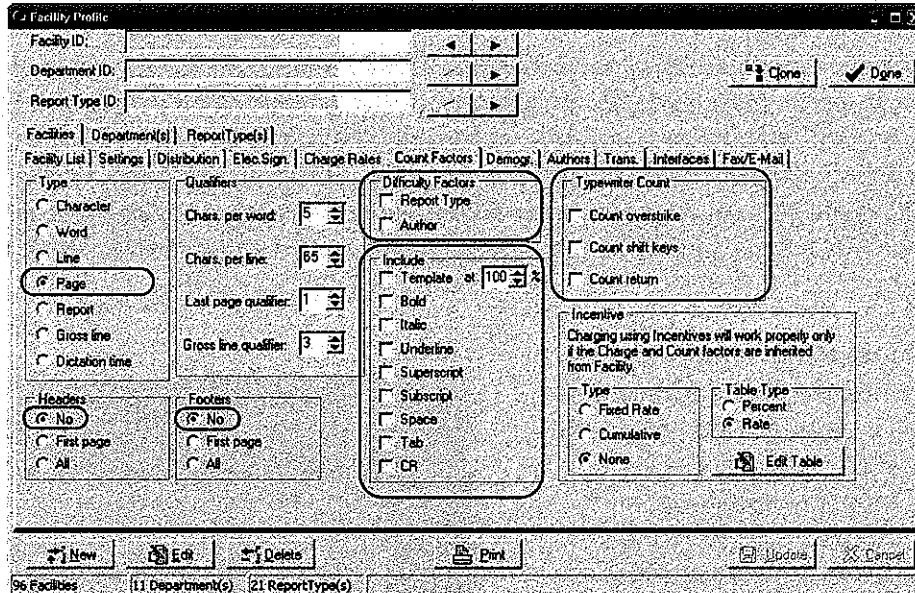


Figure 8, The Bureau's document management system contains the configuration options necessary for conformity to the solicitation-specified page counting and billing parameters. Counting is automatically performed only at the server level.

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 WVDEP 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

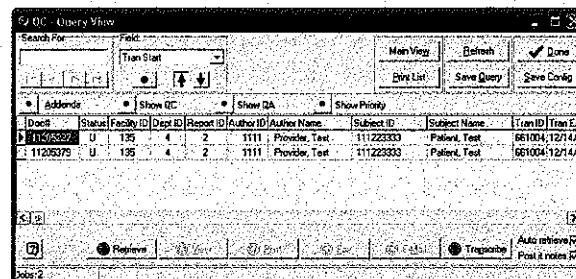


Figure 9, The QC screen shows reports queued to QA staff for correction, edit and scoring. After QA processes these jobs, they are reviewed by the original transcriptionists and cumulative scores and summary information is available to Bureau and WVDEP administrators.

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 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.

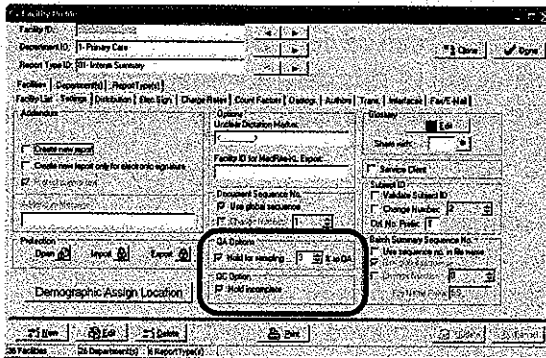


Figure 10, QA Percentage configured at the Facility level.

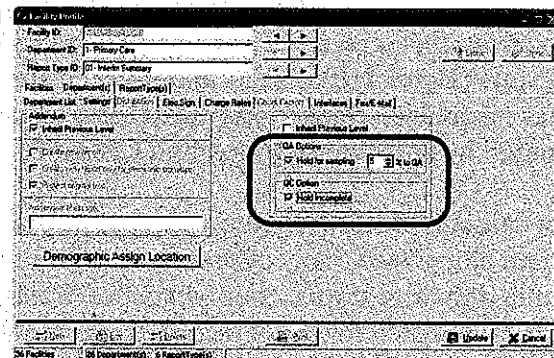


Figure 11, QA Percentage configured for each Division or Department within the WVDEP.

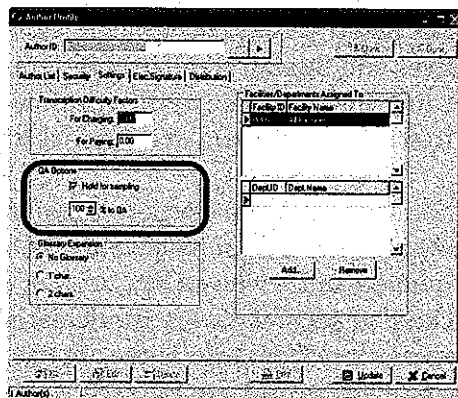


Figure 12, QA Percentage by Author, User or content source (very useful for challenging users)

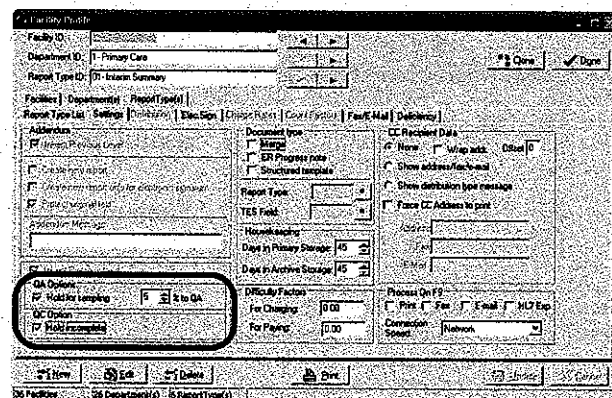


Figure 13, QA Percentage configured for Report Type

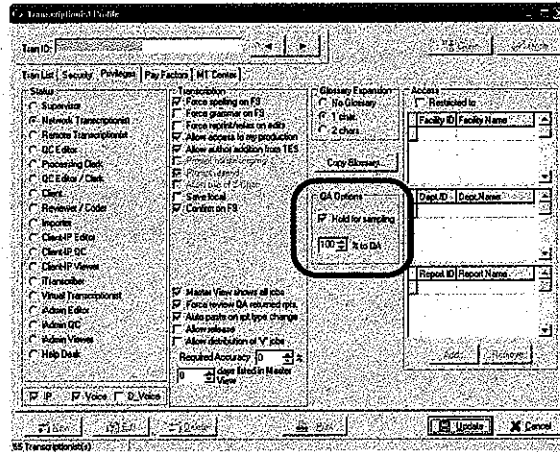


Figure 14, QA Percentage by Transcriptionist or Editor

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	Initial	Alternate ID	Title	Specialty	Address	Facility ID
1421	Paul	John	JB		M.D.	VASLC-A		15
1422	Wilson	ALJ			M.D.	VASLC-D		16
1423	Adom	L	ALC		M.D.	VASLC-H		17
1424	Compton	Bill	BL		M.D.	VASLC-G		18
1425	Alvare	JAB			M.D.	VASLC-R		19
1426	Seah	T	STB		M.D.	VASLC-I		20
1427	Garner	GF			M.D.	VASLC-J		21
1428	Mathew	MW			M.D.	VASLC-K		22
1429	Figon	L	FLB		M.D.	VASLC-L		23
1430	Trushin	WR			M.D.	VASLC		24
1431	Scott	A	AS		M.D.	VASLC-T		25
1432	Chow	C	CC		M.D.	VASLC-U		26
1433	Donald	M	DM		MS	VASLC-P		27
1434	Richard	RD			M.D.			28

Figure 15, Author and participant lookup allows production staff to search for and select people such as interviewers, 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 WVDEP guidelines, templates, directives and Bureau standards designed to provide accurate and timely service to the customer and useful feedback to 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

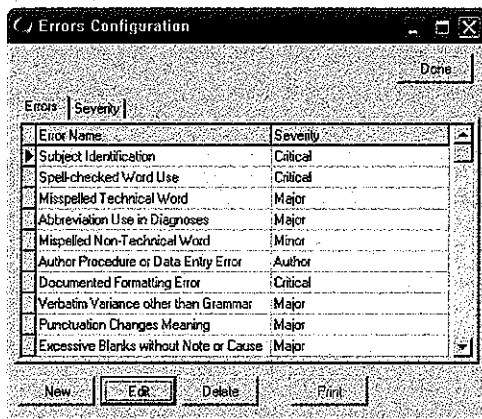


Figure 16, Error names and severity assignments as shown on the QA Errors Configuration screen.

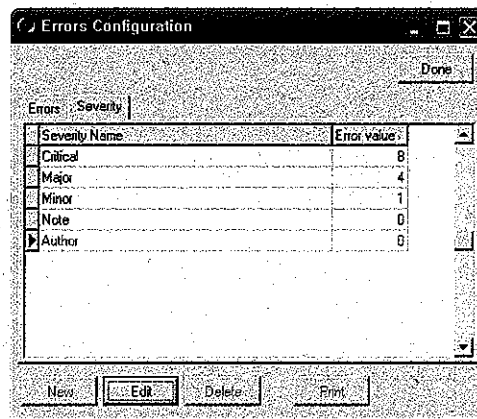


Figure 17, Corresponding Severity value assignments.

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 WVDEP 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 WORKFORCE West Virginia staff using the Bureau's remote reporting capability.

d. Completed Document Formats and Naming Convention

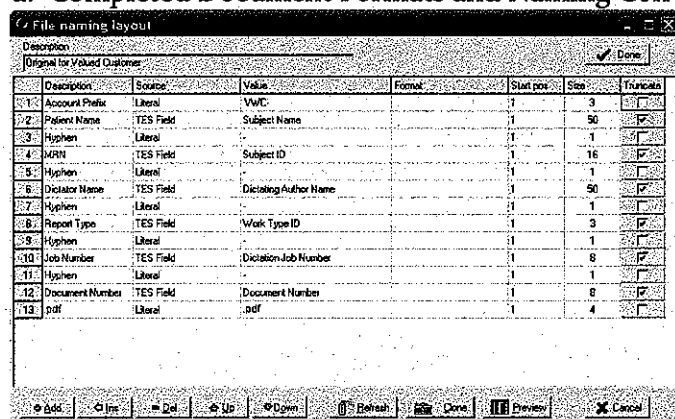


Figure 18, Document naming is easily configured and changed at the server level. Because this is done at the server level, changes are consistent and take effect immediately for all users.

Once a document has been processed, completed work will be both exported, named, delivered printed and copied per RFQ specifications and subsequent WVDEP directives. This includes any post-processing such as:

- ▶ Generation of word concordance indexes
- ▶ Printing "4-up" format (i.e., four-to-a-page)
- ▶ Saving into a compatible Microsoft Word 2000 format
- ▶ Secureing using application-level and/or encapsulation encryption
- ▶ Generation of copies

- ▶ Remote printing on-site at WVDEP
- ▶ Direct courier delivery to WVDEP sites

One of the most important aspects of work delivery is adhering to document naming standards. 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, interview, 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.	AUTHOR NAME	DATE	RECORDING INDEX	EXTENSION
WVBEP-Decision-Public, John-5443271-Smith, Joe-10-15-2009-1324471.DOC							
FACILITY CODE	AUTHOR NAME	REPORT TYPE	SUBJECT NAME	DATE	EXTENSION		
WVBEP-Smith, Joe-HEARING-Public, John Q-10-15-2009.DOC							
FACILITY CODE	DATE	REPORT TYPE	AUTHOR 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. WVDEP 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.)
- ▶ Electronic format, electronically retrieved (e.g., SSL website, SFTP, etc.)
- ▶ Hard copy format, electronically delivered (i.e., remotely printed, etc.)
- ▶ Hard copy format, courier delivered (e.g., Bureau Courier, Express Mail, FedEx, etc.)

Each electronic transmission of document will be secured by:

- ▶ Application encryption (e.g., Microsoft Word, ZIP, etc.)
- ▶ PKI-based e-mail (if available to WVDEP staff)
- ▶ Session-based encryption (e.g., SFTP, VPN + FTP, etc.)
- ▶ An overlapping combination of the above referenced technologies

The precise method of delivery for each type of document will be approved by WORKFORCE West Virginia 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 WVDEP, state information technology administrators and the official information security policy used by the State of West Virginia.



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 WVDEP 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.

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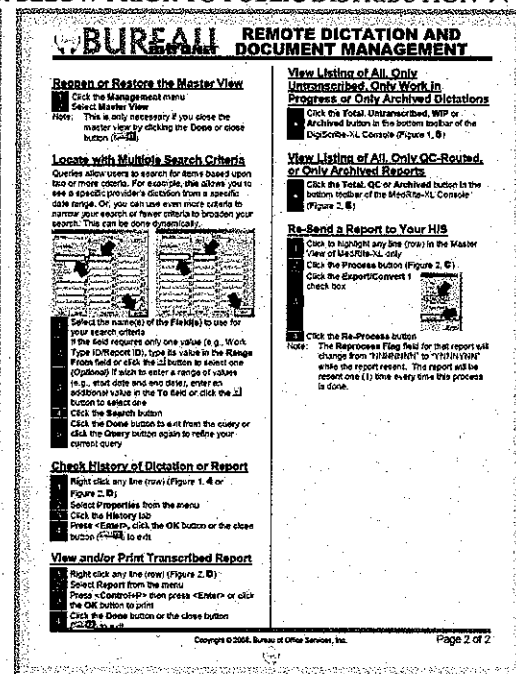
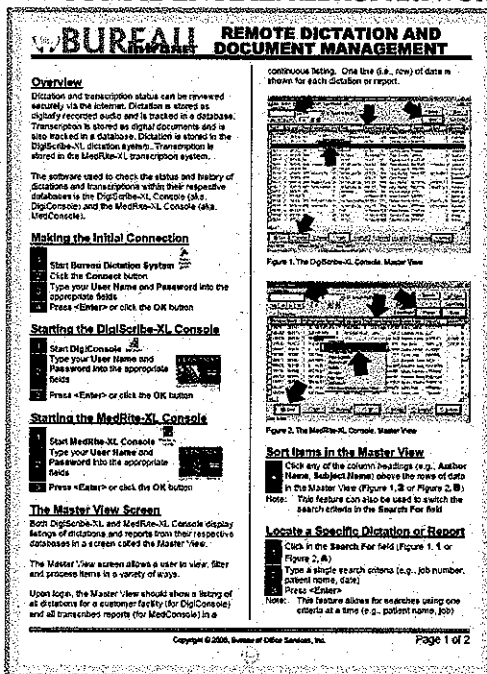


Figure 20, Authorized staff may view documents and management data 2/4/7/365. Figure 21, Reports can be easily customized showing only needed data using queries.

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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.

Date	Time	Patient	Recording	Billing
12/01/09	08:00	123456	1234	1234
12/01/09	08:15	123456	1234	1234
12/01/09	08:30	123456	1234	1234
12/01/09	08:45	123456	1234	1234
12/01/09	09:00	123456	1234	1234

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

Department	Subdivision	Count	Value
Department 1	Medical	25	500
Department 2	Nursing	45	1000
Department 3	Health Administration (HSA)	7	100
Department 4	Therapy	7	100
Department 5	Pharmacy	21	100
Department 6	Physical Therapy	11	100
Department 7	Occupational Therapy	11	100
Department 8	Speech Therapy	11	100
Department 9	Behavioral Health	11	100
Department 10	Primary Care	11	100
Totals		100	5000

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.

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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 #) then #
- Enter six digit Patient ID then #
- Press 2 to begin recording, 2 to pause, 2 to resume (see back #)
- 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 5 when completely done dictating to disconnect

See back for Telephone Controls and Work Types

Questions? Call the Bureau at 1-800-5-BUREAU (528-7328)

Revision: 1.1/11/2009

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
0 Sing (see below)	1 Help	2 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	1 Help	2 Help

Work Types

00: Radiology-Diagnostic Imaging	18: Disposition of Body to Funeral Home
01: Discharge Summary	20: Plastic Surgery
02: STAT Discharge Summary	23: Agent Orange
03: Operation Report	24: History & Physical
04: EEG/Neurophysiology	25: Orthopedic Surgery
05: Consultation	26: Urology
06: Cardiac Catheterization	27: Emergency Room Note
07: Neurocardiology	28: Emergency Room Note
08: Psychologist	29: Oncology Consultation
09: Non-Operative Procedure	30: Oncology Follow-up Note
11: Compensation & Pension Exam	31: Radiology-Nuclear Medicine
14: Herentology	35: Eye Exam
15: Progress Note/Group Practice Note	50: Medical Records Committee Minutes
17: Authorization of Procedure or Treatment	62: Dermatology
18: Request for Autopsy	

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

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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.

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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 SpeechMiko.
 - Click the Record button on the Crescendo Voice Bar.
 - Click the microphone button in the DigiDictate window.
 Note: The "Slider" on the Philips SpeechMiko 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.
 - Dictation may be edited or added to after save and send by sliding the slider in bar code then clicking RE-EDIT.
 - Dictation status from bar code: actively dictating, U - saved, I - saved but incomplete.
- Press the EOL button to save and send your dictation.
- Go to step five above.

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 patient. ☆ = 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.

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 and your User ID on the display.
- Push the slider on the right side of the unit all the way up to record. Pull the slider on the right side of the unit down one notch to stop.
 - 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 being 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.

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 "F.FWD."
- 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.

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III

Facilities and Equipment Brief

THE 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 WVDEP, 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 Digital 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 uninterruptible 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)

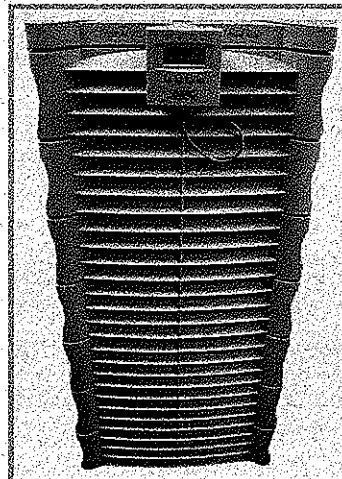


Figure 31, The Bureau's mainframe APC Symmetra 22kVA battery backup system

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 management, products and services are 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 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 *State of West Virginia, Welch Community Hospital**

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 all political subdivisions of the State of West Virginia

2 *Hunter-Holmes-McGuire Medical Center*

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

3	<i>George E. Wahlen Medical Center</i>		
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

4	<i>Grand Junction VAMC</i>		
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

5	<i>Wm. Jennings Bryan Dorn Medical Center</i>		
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

6	<i>Sheridan VAMC</i>		
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

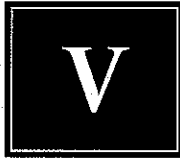
7	<i>Tuskegee VAMC (CAVHCS-East)</i>		
CONTRACT TERM	3 Years	DATES	10/01/2007 - 11/30/2009
ADDRESS	2400 Hospital Road Tuskegee, AL 36083-5001	WORK	All dictation capture All transcription All electronic delivery
PRIMARY CONTACT	Ms. Claudia Devaughn	PHONE	(800) 214-8387 x.5045
CONTRACTING OFFICER	Mr. Rufus 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



Compliance Documentation

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.wvtax.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

2009

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2011

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**BUREAU OF OFFICE SERVICES INC
361 S FRONTAGE RD STE 125
BURR RIDGE, IL 60527-5857**

BUSINESS REGISTRATION ACCOUNT NUMBER: 2230-0908

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*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.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

**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.**

**TRAVELING STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

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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



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 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
Kelsey Goes, Cabinet Secretary

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



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
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: 06/22/2010

State of Illinois

County of DuPage, to-wit:

Taken, subscribed, and sworn to before me this 22 day of June, 2010.

My Commission expires 8/20, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC *Joanne B. Albanese*

