

**PARTICIPATING ADDENDUM
to NASPO ValuePoint
Transcription Services
Administered by the State of Alaska
with Transcription Outsourcing, LLC
Master Agreement No. 170007304
And
The State of Colorado**

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between Transcription Outsourcing, LLC (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the Transcription Services led by the State of Alaska (the "Master Agreement"), for use by State agencies and other entities located in the State authorized by the State's statutes to utilize State contracts with the prior approval of the Chief Procurement Officer. The specific Goods and Services provided under the Master Agreement are listed in Exhibit B, Services and Price List.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

To the extent not modified by this Participating Addendum, all terms and conditions of the Master Agreement shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

4. RESERVED

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing, without a formal amendment to this Participating Addendum no later than 5 days following the date on which the change occurs. The Contractor's

primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:

Amy Risley, State Procurement
Administrator
State Purchasing & Contracts Office
1525 Sherman St
3rd floor
Denver, CO 80203
303-866-5663
amy.risley@state.co.us

Primary Contact for the Contractor:

Ben Walker, CEO
Transcriptions Outsourcing, LLC
1780 S. Bellaire St Suite 400
Denver, CO 80222
720-287-37
bwalker@transcriptionoutsourcing.net

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in Exhibit A. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing, without a formal amendment to this Participating Addendum no later than 5 days following the date on which the change occurs.

Individual Responsible for Quarterly Volume Report Creation and Submission:

Angelika Greber
Transcription Outsourcing, LLC
1780 S. Bellaire St Suite 400
Denver, CO 80222
720-220-0983
angelikagreber@gmail.com

6. SUBCONTRACTORS

The Contractor may only use Subcontractors, as defined in Exhibit A, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to the State and any Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

7. ORDERS

Any Order placed by the State or a Purchasing Entity in the State of Colorado for a Good or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.



8. ATTACHED EXHIBITS

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this

Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:


- A. Colorado Special Provisions in §14 of Participating Addendum Exhibit A, State Specific Terms
- B. The provisions of the main body of this Participating Addendum
- C. All other sections of Participating Addendum Exhibit A, State Specific Terms
- D. Participating Addendum Exhibit B, Services and Price List
- E. Participating Addendum Exhibit C, Supreme Court of Colorado Management Plan for Court Reporting and Recording Services Chief Justice Directive 05-03 as last amended

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

<p>CONTRACTOR Transcription Outsourcing, LLC By: Ben Walker Title: CEO</p> <p> _____ *Signature</p> <p>Date: <u>August 21, 2017</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel and Administration State Purchasing Office June Taylor, Executive Director</p> <p> _____ By: Cindy Lombardi, Chief Procurement Officer or John Chapman State Purchasing Manager</p> <p>Date: <u>August 24, 2017</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  _____</p> <p>Name: <u>CLARK M BOLSER</u></p> <p>Effective Date: <u>8/29/17</u></p>

PARTICIPATING ADDENDUM EXHIBIT A, STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, 24-101-101 *et. seq.* C.R.S., and its associated rules.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Confidential Information"** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, *et seq.* C.R.S. ("CORA").
- B. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum or the NASPO ValuePoint Master Agreement, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- C. **"Purchasing Entity"** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, institution of higher education in the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- D. **"Services"** means the services to be performed by Contractor as set forth in this Participating Addendum or the NASPO ValuePoint Master Agreement, and shall include any services to be rendered by Contractor in connection with the Goods.
- E. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- F. **"Chief Procurement Officer"** means the position described in the Colorado Procurement Code and its implementing regulations.
- G. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- H. **"Subcontractor"** means third-parties, if any, engaged by Contractor to aid in performance of the Work. The term "Subcontractor" includes, but is not limited to, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.
- I. **"Work"** means the delivery of the Goods and performance of the Services described in this Participating Addendum.

Any term used in this Participating Addendum that is defined in another Exhibit or in the main body of this Participating Addendum shall be construed and interpreted as defined in that portion of this Participating Addendum.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall terminate on the date on which the NASPO ValuePoint Master

Agreement terminates, unless this Participating Addendum is terminated earlier as described in this Participating Addendum or the State cancels its participation as described in the Master Agreement (the "Term").

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, then that extension shall be automatically incorporated in this Participating Addendum and the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

4. PAYMENTS

A. Purchasing Entity Payments

Each Purchasing Entity will make its own payments under any Order that it enters into. The State shall not be liable to the Contractor for any payments due under any Order unless the State is a party to that Order.

5. REPORTING - NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

- i. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
 - a. The total spent by each type of Purchasing Entity under this Participating Addendum.
 - b. The total of the list cost of all items purchased by each type of Purchasing Entity under this Participating Addendum.
 - c. The total estimated cost savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list cost minus the total spent for that Purchasing Entity.
 - d. Any additional summary information as requested by the State.
- ii. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
 - a. The name of the Purchasing Entity who the sale was made to.
 - b. The date of the sale.
 - c. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended cost for the item calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list cost for the item calculated by multiplying the quantity

by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list cost.

d. Any other detail information as requested by the State.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that includes all detailed and summary transaction, historical or payment information related to the State or any of the Participating Entities as requested by the State. The Contractor shall provide all such additional reports within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

C. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact described in this Participating Addendum.

D. Performance Outside the State of Colorado or the United States, C.R.S. § 24-102-206

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact described in this Participating Addendum, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum.

6. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall hold and maintain any and all Confidential Information provided to Contractor or made available to Contractor by the State or its Purchasing Entities in confidence for the sole and exclusive benefit of the State or Purchasing Entity that provided such Confidential Information. Contractor shall not, without prior written approval of the State, use for Contractor's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Participating Addendum. Any request or demand to Contractor by any third party for the State's Confidential Information shall be immediately forwarded to the State's primary contact described in the Participating Addendum.

B. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §6.A of this Exhibit A may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all claims, damages, liabilities, losses,

costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §6.A of this Exhibit A.

7. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the Work. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State or a Purchasing Entity, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum or any Order.

B. Apparent Conflicts of Interest

Contractor acknowledges that with respect to this Participating Addendum, even the appearance of a conflict of interest will be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Contractor's obligations under this Participating Addendum.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Participating Addendum.

8. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Participating Addendum, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved party shall give written notice of breach to the other Party's primary contact described in this Participating Addendum. If the notified Party does not cure the breach within 30 days after receipt of written notice, or, if a cure cannot be completed within 30 days but cure of the breach has not begun within 30 days and has not been pursued with due diligence, the State may exercise any of the remedies set forth in §9 of this Exhibit A. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion, need not provide notice or a cure period and may

immediately terminate this Participating Addendum in whole or in part or institute any other remedy in the Participating Addendum in order to protect the public interest of the State.

9. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Participating Addendum, the State, following the notice and cure period set forth in §8.B of this Exhibit A, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum and any remedies available by law or equity. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Participating Addendum or any part of this Participating Addendum. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if applicable.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. At the State's request, Contractor shall return materials owned by the State that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the State at the State's request.

b. Payments

The State shall reimburse Contractor only for accepted Goods and Services received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages. The State may withhold any amount that may be due Contractor as the State deems necessary to protect itself against

loss including, without limitation, loss as a result of outstanding liens and costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Demand immediate removal from Work under this Participating Addendum of any of Contractor's employees, agents, or Subcontractors whom the State deems unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest.

c. Intellectual Property

In the event that any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the State's option (a) secure that right for the State; (b) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (c) remove any infringing Work and refund the value of such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum, Contractor, following the notice and cure period set forth in §8.B of this Exhibit A and the dispute resolution process in §10 of this Exhibit A shall have all remedies available to it at law and equity.

10. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum, or any Order to which the State is a party, which cannot be resolved by the designated Participating Addendum representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §10.A of this Exhibit A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Participating Addendum or any State Purchasing Entity Order to the Chief Procurement Officer of the Department of Personnel and Administration for resolution in accordance with the provisions of §§24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, and 24-109-201 through 24-109-206 C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision

rendered by the Chief Procurement Officer, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or his/her delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

11. RIGHTS IN WORK PRODUCT

Unless otherwise modified by another Exhibit to this Participating Addendum, the State shall have all rights to title and ownership granted to it by the Master Agreement.

12. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S.

13. GENERAL PROVISIONS

A. Binding Effect

All provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

B. Counterparts

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

C. Venue

The exclusive venue for all suits or actions related to this Participating Addendum shall be in the State of Colorado, in the City and County of Denver.

D. Modification

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, provided that the Parties can continue to perform

their obligations under this Participating Addendum in accordance with the intent of the Participating Addendum.

F. Survival of Certain Participating Addendum Terms

Any provision of this Participating Addendum that imposes an obligation after termination or expiration of the Participating Addendum shall survive the termination or expiration of the Participating Addendum and shall be enforceable by the other Party.

G. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under C.R.S. §§39-26-701, et seq. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Some Purchasing Entities may be subject to taxes for Orders, but in no event shall the State have liability to the Contractor for any such taxes.

H. Third Party Beneficiaries

Except for the Parties' respective successors and assigns permitted under this Participating Addendum, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties, except for rights explicitly provided for Participating Entities or rights contained in an Order. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties, except for rights explicitly provided for Participating Entities or rights contained in an Order. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to the Participating Addendum, and do not create any rights for such third parties, except for rights explicitly provided for Participating Entities or rights contained in an Order.

I. Standard and Manner of Performance

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

J. Additional Insured

The Contractor shall ensure that the State is added as an additional insured for all insurance required under the Master Agreement

14. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

Notwithstanding anything to the contrary in this Participating Addendum, these in the event of a conflict, these special provisions shall supersede and control over all terms of the Master Agreement and all other terms of this Participating Addendum.

A. CONTROLLER'S APPROVAL. C.R.S. §24-30-202(1).

This Participating Addendum shall not be valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. C.R.S. §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

No term or condition of this Participating Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Participating Addendum. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Participating Addendum. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or

otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Participating Addendum, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Participating Addendum or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Participating Addendum shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Participating Addendum and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Participating Addendum, including, without limitation, immediate termination of this Participating Addendum and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Participating Addendum. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET. C.R.S. §§24-30-202(1) and 24-30-202.4.

Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, et seq.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC CONTRACTS FOR SERVICES. C.R.S. §8-17.5-101, et seq.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Participating Addendum and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Participating Addendum, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Participating Addendum or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Participating Addendum. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Participating

Addendum is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Participating Addendum, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Participating Addendum for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. C.R.S. §24-76.5-101, et seq.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101 et seq., and (iii) has produced one form of identification required by C.R.S. §24-76.5-103 prior to the effective date of this Participating Addendum.

PARTICIPATING ADDENDUM EXHIBIT B, SERVICES AND PRICE LIST

1. The Contractor shall provide transcription services as detailed in this scope of work.
2. The Contractor shall have the capability of providing audio to text and video to text.
3. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.
4. The Contractor will use a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the Purchasing Entity.
5. Upon receipt of an electronic transcript request from the Purchasing Entity, the Contractor shall download the digital recording from the SFTP site. Purchasing Entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
6. The Purchasing Entity shall be given the opportunity to review, approve and accept all work ordered and received by the Purchasing Entity. All materials for review shall be delivered to the Purchasing Entity via the Contractor's SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the Purchasing Entity. Corrections shall be made at no additional charge.
 - A. Contractor shall maintain legal transcriptionists with certifications as listed in Exhibit C. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any Purchasing Entity requires retypes or corrections, the Primary Contact for the State as listed in Section 5 of the Participating Addendum shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
7. Deliverable deadlines shall be agreed upon by Purchasing Entity and Contractor prior to order placement.
8. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.
 - A. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the Purchasing Entity.
 - B. The Contractor shall have the capability to generate reports from the log as requested by the Purchasing Entity. Reports shall be delivered to Purchasing Entity via the SFTP site or email as requested by the Purchasing Entity.
9. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the State of Colorado or Purchasing Entity.
10. The Contractor shall be held responsible for the security of its premises and assumes all risk.
11. The Contractor acquires no title or rights to any of the data it receives and transcribes for the

Purchasing Entity.

12. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.
 - A. Dictation method may include a toll-free telephone number dedicated to each Purchasing Entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).
 - B. Must have capability of single speaker dictation and multiple speaker recordings.
13. All recordings must be able to be paused, rewound, and fast-forwarded.
14. The transcriptionists must understand and apply correct English grammar, spelling and punctuation skills.
15. The Contractor shall have an established system for quality assurance and quality control to ensure the accuracy of dictations and transcriptions, required reports and bill documents.
16. If Contractor finds that a recording is inaudible, the Contractor shall send the recording to the Purchasing Entity, who will verify that the recording is inaudible. If the recording is audible, the Contractor will be contacted to download the recording and prepare a transcript.
17. The Contractor shall track all security events and shall report such security incidents immediately, with the following understandings.
 - A. The Purchasing Entity shall not consider as security event, for the purpose of reporting, external activities (port enumeration) typically associated with the "foot printing" of a computing environment so long as such activities have only identified but have not compromised the logical network perimeter, including but not limited to externally facing firewalls and web servers;
 - B. The Contractor shall reasonably use its own vulnerability assessment of damage potential and monitoring to define levels of security incidents and responses for the Contractor's operations. However, the Contractor shall immediately notify the Primary Contact for the State as listed in Section 5 of the Participating Addendum, and Purchasing Entity of any security event which would constitute a security event including any "breach of the security of the system" under state law, in a preliminary report within one (1) business day with a full report within five (5) business days of the time the Contractor became aware of the event; and
 - C. The Contractor shall likewise notify the Lead State contact in a preliminary report within one (1) business day of any unauthorized acquisition including but not limited to internal user access to non-test records reported to the Contractor's privacy manager or other appropriate personnel; and any use, disclosure, modification or destruction of confidential information by an employee or otherwise authorized user of its system of which the Contractor becomes aware with a full report of the event not less than five (5) business days of the time it became aware of the event.
18. If data acquired (including but not limited to access to or use, disclosure, modification or destruction of such data) is in encrypted format, but the decryption key which would allow decoding of the data is also taken, the parties shall treat the acquisition as an unauthorized

acquisition for the purpose of determining the appropriate response.

19. All services shall be performed in the United States.

MEDICAL TRANSCRIPTION SERVICES

20. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
21. The format shall be specified by the Purchasing Entity.
22. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.
23. The Contractor shall destroy medical transcriptions in compliance with the State of Colorado laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
24. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the Purchasing Entity.
25. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
26. The transcriptionists must be familiar with medical terminology and preferably be certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy and medications.
27. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

LEGAL TRANSCRIPTION SERVICES

28. The Contractor shall provide written transcription for all audible portions of digitally recorded legal proceedings and quasi-legal proceedings, such as administrative hearings.
29. The Contractor shall comply with Supreme Court of Colorado Chief Justice Directive 05-03, Participating Addendum Exhibit C as last amended.

Service Type	Standard Line (65 characters including space)	Line Count/Per Page	<1-day	1-day	2-days	3-day	4-day	5-day	6-days or >
General Transcription	550	\$10.150	\$ 71.50	\$ 0.120	\$ 66.00	\$10.110	\$ 60.50	\$10.090	\$ 46.75
General Transcription	Per Page	\$13.250	\$13.000	\$12.750	\$12.500	\$12.250	\$12.000	\$11.750	\$11.500
Court/Legal Transcription	550	\$10.130	\$ 71.50	\$10.120	\$ 66.00	\$10.110	\$ 60.50	\$10.090	\$ 46.75
Court/Legal Transcription	Per Page	\$13.250	\$13.000	\$12.750	\$12.500	\$12.250	\$12.000	\$11.750	\$11.500
Medical Transcription	550	\$10.140	\$ 77.00	\$10.140	\$ 77.00	\$10.130	\$ 72.50	\$10.120	\$ 68.00
Medical Transcription	Per Page	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500
Total			\$720.00	\$209.00	\$187.00	\$165.00	\$154.00	\$143.00	
Additional Transcription Service Charges									
Audio Time Coding	550	\$10.015	\$ 8.25	\$10.015	\$ 7.15	\$10.015	\$ 6.05	\$10.015	\$ 5.05
Audio Time Coding	Per Page	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375
Burnt-In Timecode	550								
Burnt-In Timecode	Per Page								
Speaker Tracking	550	\$10.015	\$ 8.25	\$10.015	\$ 7.15	\$10.015	\$ 6.05	\$10.015	\$ 5.05
Speaker Tracking	Per Page	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375	\$10.375
Multiple Speakers	550	\$10.063	\$ 34.65	\$10.063	\$ 30.80	\$10.063	\$ 26.40	\$10.063	\$ 22.00
Multiple Speakers	Per Page	\$13.575	\$13.575	\$13.575	\$13.575	\$13.575	\$13.575	\$13.575	\$13.575
Non-American Accent	550	\$10.030	\$ 17.60	\$10.030	\$ 15.40	\$10.030	\$ 13.20	\$10.030	\$ 11.00
Non-American Accent	Per Page	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800
Noisy Background	550	\$10.030	\$ 17.60	\$10.030	\$ 15.40	\$10.030	\$ 13.20	\$10.030	\$ 11.00
Noisy Background	Per Page	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800
Strict Verbatim	550	\$10.030	\$ 17.60	\$10.030	\$ 15.40	\$10.030	\$ 13.20	\$10.030	\$ 11.00
Strict Verbatim	Per Page	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800
Subtitle File	550	\$10.030	\$ 17.60	\$10.030	\$ 15.40	\$10.030	\$ 13.20	\$10.030	\$ 11.00
Subtitle File	Per Page	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800	\$10.800
High Difficulty Level	550	\$10.095	\$ 52.25	\$10.095	\$ 45.65	\$10.095	\$ 39.05	\$10.095	\$ 33.00
High Difficulty Level	Per Page	\$12.375	\$12.375	\$12.375	\$12.375	\$12.375	\$12.375	\$12.375	\$12.375
Total			\$147.95	\$129.80	\$111.10	\$97.95	\$74.25	\$56.10	\$37.95

Cost listed in Optional Transcription Services will not be used in the cost calculation formula and will not be assigned cost points. Awarded contractor will be held to any costs stated in this section if the state chooses to add these services to the Master Agreement.

Service Type	Standard Line (65 characters including space)	Line Count/Per Page	<1-day	1-day	2-days	3-day	4-day	5-day	6-days or >
Optional Transcription Services *									
Law Enforcement Transcription	550	\$10.140	\$ 77.00	\$10.140	\$ 77.00	\$10.130	\$ 72.50	\$10.120	\$ 68.00
Law Enforcement Transcription	Per Page	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500
Academic Transcription	550	\$10.140	\$ 77.00	\$10.140	\$ 77.00	\$10.130	\$ 72.50	\$10.120	\$ 68.00
Academic Transcription	Per Page	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500
Financial Transcription	550	\$10.140	\$ 77.00	\$10.140	\$ 77.00	\$10.130	\$ 72.50	\$10.120	\$ 68.00
Financial Transcription	Per Page	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500	\$13.500
550									
550									
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SUPREME COURT OF COLORADO OFFICE OF THE CHIEF JUSTICE

Management Plan for Court Reporting and Recording Services

Background

An accurate record of all court proceedings is an essential requirement of due process of law and is required by Article VI and Article II, Section 25 of the Colorado Constitution.

This plan is adopted to promote the effective use of court reporters and electronic record operators (ERO) in the Colorado Judicial Branch and is applicable to all official court reporters, all personnel, and contract court reporters or transcribers employed by the Colorado Judicial Branch or under employment contract with the Colorado Judicial Branch. This plan does not apply to court reporters hired by a litigant to provide services as an independent contractor in a civil case unless explicitly stated.

The preferred method of making an accurate record of court proceedings is with the assistance of a realtime certified court reporter; therefore, all proceedings conducted before a district court judge may be reported by a court reporter using a stenotype machine on a "realtime" basis. An electronic record operator using digital electronic sound recording equipment can record proceedings. This provision shall in no way prohibit a judge or magistrate from operating the equipment needed to make an accurate record of any proceeding. Realtime court reporting is the standard in Colorado courts.

Pursuant to this directive, the chief judge of each judicial district shall determine which methods of recording court proceedings are to be used based upon current economic issues, availability of reporters, and other relevant factors.

I. RESPONSIBILITIES OF CHIEF JUDGE

A. Prioritization of Reported vs. Recorded Cases

Each district shall establish a case-type priority that shall be reported, if district resources permit, by court reporters.

B. Prioritization of Felony Cases

When a judicial district assigns a court reporter to report a proceeding that requires the taking of testimony in a class one or two felony case, the court reporter shall be at a minimum a Registered Professional Reporter (RPR) if an RPR certified reporter is available. Districts without an RPR court reporter should contact the State Court Administrator's Office for assistance.

C. Prioritization of Death Penalty Cases

In a death penalty case, Realtime reporting shall be used. If reasonable attempts to locate or appoint a Realtime reporter have been made without success, districts without Realtime reporting capability should contact the State Court Administrator's Office for assistance. A reporter reporting a death penalty case shall be, at a minimum, RPR certified. Should Realtime equipment failures or personnel emergencies occur, other court reporting methods may be used in extreme circumstances for the shortest amount of time possible.

D. Supervision of Court Reporters/Recorders

The chief judge is ultimately responsible for the administration of any court reporting services in her or his district as well as the timeliness of the production of transcripts whether on appeal or for other purposes. This responsibility may be delegated at the discretion of the chief judge.

1. All reporters (current and future) who are employees shall be under the direction and management of the chief judge of each district. Some of the functions assigned to the chief judge may be delegated, but the chief judge has the ultimate authority and responsibility for the supervision of court reporters and the implementation and enforcement of this plan.
2. All court reporters, except managing court reporters, shall be non-exempt from the Fair Labor Standards Act and shall provide timesheets of hours worked each workweek on a monthly basis to their supervisors.
3. The chief judge shall ensure that all judges provide court reporters regularly scheduled breaks during the workday.
4. The chief judge shall have the sole authority to assign or reassign court reporters and electronic recorder operators to courtrooms as necessary and appropriate in his or her discretion.
5. The chief judge shall have the authority to hire and designate court reporters and electronic recorder operators (including contract staff); however, each chief judge shall develop policies and procedures for hiring that include the district judges and any staff designated by the chief judge. The chief judge shall have the sole authority to reassign, correct, discipline or terminate court reporters and electronic recorder operators.
6. The chief judge shall be the ultimate supervisor of the district's managing court reporter, if appointed. The duty to supervise the district's managing court reporter may be delegated, in part, by the chief judge. The person supervising the managing court reporter shall have the following duties and may delegate these duties to the managing court reporter including but not limited to the following:
 - a. Investigating complaints of improper state-paid transcript billings. All court reporters/transcribers must take necessary measures to assure that authorized transcript rates are charged and transcripts are in proper form. (See Appendix A for rates and Appendix C for information required to be included on all billings.)
 - b. Monitoring the timeliness of the transcription of the record, or such parts thereof, as a judge, party or attorney may request. This applies to the transcript being prepared by a court reporter, transcriber, or outside firm preparing transcripts on behalf of the court.
 - c. Monitoring transcripts produced by transcription services to assure compliance with the transcript format and fee requirements of this Chief Justice Directive (CJD) or applicable contract.
 - d. Preserving the audio records (tape, digital or other electronic), court reporter transcripts or notes according to the current Colorado Judicial Department Retention and Disposition Schedules.

E. Managing Court Reporter

1. Each district with two or more court reporters shall have a managing court reporter selected in a manner designated by the chief judge, or the chief judge shall assign these duties to administrative staff.
2. Districts may elect to rotate the responsibilities of the managing court reporter among all reporters on a regular basis.

3. The managing court reporter shall be an exempt employee under the supervision of the chief judge or designee.
4. The managing court reporter shall be responsible to:
 - a. Assign and reassign court reporters and EROs within the district for the purpose of distributing fairly and equitably the workload and transcript preparation of all court reporting services and transcribers, with goals of minimizing travel and assuring the lowest overall cost to the Colorado Judicial Branch and State of Colorado.
 - b. Supervise the business relationship among attorneys, litigants, other parties, and court reporters/EROs/transcribers.
 - c. Develop a form to monitor and keep a record of transcript orders and requests and, if necessary, tape and/or digital recording orders and requests made in district court. In larger districts this portion of the workload may be distributed between the managing court reporter and other administrative staff.
 - d. Coordinate any transcript requests involving court reporters who no longer work for the Colorado Judicial Branch or work in another district.
 - e. Report to the chief judge on a monthly basis any late or deficient transcripts.
 - f. Maintain certification records for all court reporters within a district.
 - g. Hire substitute court reporters. Court reporters may not hire substitute reporters at their own expense. The district administrator or designee at the state's expense must hire all substitutes.
 - h. Generate the appellate query of late transcripts and provide a report to the chief judge or designee on a monthly basis.

F. Cross-Training and Backup

To assure that the needs of the judicial district are met, the chief judge or designee shall provide cross-training for the EROs and court reporters so that they can perform work for any division. EROs and court reporters may be assigned to cover other division work as may be necessary.

G. Grand Jury

The costs associated with providing a Court Reporter for grand jury proceedings including transcript fees shall be the responsibility of the district and shall be billed to the applicable Colorado Judicial Department accounting codes for grand jury expenses.

II. COURT REPORTER RESPONSIBILITIES

A. RPR Certification

1. All court reporters hired shall be RPR certified unless the district is unable to hire an acceptable certified reporter within three months of posting the position. If the district hires a non-certified reporter, that reporter must become RPR certified within two years of hire. Non-certified reporters may be used on a per case basis if certified reporters are not available.
2. All certified court reporters must maintain certification by completing three continuing education units (CEUs) every three years and maintaining certification status with National Court Reporters Association (NCRA).
3. Current Colorado Certified Shorthand Reporters (CSRs) must obtain RPR certification and must take the RPR certification exam at least once per year until certification is obtained.
4. Current court reporters who are uncertified will be placed on a performance plan to assist the reporter in obtaining certification and must take the RPR certification exam at least once per year until certification is obtained.

5. Failure to obtain or maintain RPR certification may be grounds for corrective or disciplinary action in accordance with the Colorado Judicial System Personnel Rules.

B. Realtime Certification

1. Realtime reporting can help to alleviate the problems of late transcripts; assist trial judges in deciding issues faster by seeing and keeping the Realtime notes for review and having text files for their use for the preparation of their orders; allow reporters to get the bulk of transcript work done as they are reporting; and enable all reporting staff to be at the same or similar level of skill. All court reporters must obtain and maintain NCRA's Registered Professional Reporter status and must attain official status as a Colorado Certified Realtime Reporter by meeting one of the following requirements by passing the:
 - a. NCRA Certified Realtime Reporter (CRR) test with 96 percent accuracy; or
 - b. NCRA CRR test with 94 percent accuracy (the Colorado standard); or
 - c. NCRA Certified Broadcast Captioner (CBC) / Certified CART Provider (CCP) skills test with 96 percent accuracy; or
 - d. NCRA CBC/CCP test with 94 percent accuracy (the Colorado standard); or
 - e. Federal Certified Realtime Reporter (FCRR) test with 96 percent accuracy
 - f. FCRR test with 94 percent accuracy (the Colorado standard); or
 - g. Colorado Realtime Certified Reporter (CRCR) test with 96 percent accuracy; or
 - h. CRCR test with 94 percent accuracy (the Colorado standard)
2. Current court reporters who do not have Realtime certification as described in II.B.1. of this CJD must apply for waiver to certification once per year. In order for waivers to be approved, the court reporter must demonstrate at least one testing attempt per year to maintain employment.
3. Failure to obtain or maintain CRR certification may be grounds for corrective or disciplinary action in accordance with the Colorado Judicial System Personnel Rules

C. Conduct of Court Reporter

1. The court reporter shall present him or herself to the judge in charge of the proceedings in accordance with the assignment made by the chief judge or designee.
2. The reporter shall observe, comply with, and be bound by all of the assigned judge's instructions in matters affecting the composition of the record, the marking of exhibits and maintenance of the evidence, the public or private nature of the proceeding, the adjournment of the proceeding to other times or places, the appropriate demeanor of the reporter, and other like matters.
3. The court reporter shall report by appropriate equipment all of the proceedings that he or she attends.
4. The court reporter shall take all the testimony, rulings, exceptions, oral instructions, and other proceedings during the trial of any cause, and in such causes as the court may designate.
5. The court reporter is not required to report or transcribe .WAV files or other audio or video recordings submitted or presented as part of the record.

D. Records to be Maintained by Court Reporters

1. In order to permit the routine audit and inspection of records, court reporters shall maintain accurate, legible, and up-to-date records of their transcript orders, invoices, and transcript payments.
2. Extension of time for transcripts must be obtained from the court pursuant to the appropriate rule. The chief judge or designee shall be advised in writing by the reporter or transcriber at any time the reporter or transcriber requests an extension of time on any transcript. These written records shall be maintained at the direction of the chief judge. Court reporters shall provide the chief judge and designee a copy of any request for an extension to provide an appellate record prior to submitting the affidavit to the appellate court.

III. ELECTRONIC RECORDING OPERATORS RESPONSIBILITIES

A. Conduct of Electronic Record Operator

1. The ERO shall present himself or herself to the judge in charge of the proceedings in accordance with the assignment made by the chief judge or designee.
2. The ERO shall observe, comply with, and be bound by all of the assigned judge's instructions in matters affecting the composition of the record, the marking of exhibits and maintenance of the evidence, the public or private nature of the proceeding, the adjournment of the proceeding to other times or places, the appropriate demeanor of the ERO(s), and other like matters.
3. The ERO shall record with appropriate equipment all of the proceedings that he or she attends.
4. The ERO shall record all the testimony, rulings, exceptions, oral instructions, and other proceedings during the trial of any cause, and in such causes as the court may designate.

B. Records to be Maintained by EROs

1. In order to permit the routine audit and inspection of records, EROs shall maintain accurate, legible, and up-to-date records of their transcript orders, invoices, transcript payments, expenses and attendance in court.
2. Extension of time for transcripts must be obtained from the court pursuant to the appropriate rule. The chief judge or designee shall be advised in writing by the transcriber at any time the transcriber requests an extension of time on any transcript. These written records shall be maintained at the direction of the chief judge. Transcribers shall provide the chief judge and designee a copy of any request for an extension to provide an appellate record prior to submitting the affidavit to the appellate court.

IV. COURT REPORTERS HIRED BY LITIGANTS IN CIVIL CASES

A. Scope

Court reporters hired by a party in a civil case are not Colorado Judicial Department employees. Such individuals may provide services through a company or individually to party(ies) in a civil case.

B. Hiring and Per Page Rates

The party(ies) are responsible for the court reporter's page rate and for paying any associated fees based on the negotiated page rate. The court will not set the court reporter's page rate for parties in civil cases.

C. Official File

The court may, but is not required to, order the privately hired court reporter's notes and subsequent transcript to serve as the official record of the court in place of an electronic record in which event the court reporter's notes and dictionary will become the property of the Colorado Judicial Department.

D. Objections to Creation of the Official Record

If a party objects to the creation of the official record or per page rate negotiated, the court reporter's notes shall not serve as the official record. The objecting party shall make such objections at least seven working days prior to the commencement of the proceeding, at which time the Court shall determine the method for recording the official transcript for the proceeding.

E. Rates for the Court

Transcripts ordered by the Court from a privately retained court reporter will be paid for by the Colorado Judicial Department, and are subject to Appendix A regardless of rates negotiated between the parties.

V. TRANSCRIPTS**A. Persons Authorized to Prepare Transcripts from Electronic Recordings**

1. Contract transcript service companies may prepare transcripts, as determined by each judicial district policy.
2. If a judicial district enters into an agreement with a transcript service company, such contract must be in the format prescribed by the State Court Administrator.
3. Non-court reporter Colorado Judicial Branch employees shall not be allowed to transcribe court transcripts outside working hours unless the employee is a member of an independent contracting firm that provides contract transcript services as a company that has been selected by the district to prepare transcripts. This is in compliance with the requirements of the Fair Labor Standards Act, PERA rules, and IRS regulations regarding the issuance of a 1099 and W-2 to the same employee.
4. If non-court reporter Colorado Judicial Branch employees prepare transcripts from electronic recordings during established working hours, this task shall be included in the individual's normal work assignment and compensation and such individual shall not be paid the per-page rate, §13-5-128, C.R.S.

B. Compensation**1. Total Compensation**

The total compensation package offered to court reporters shall be established in accordance with the Colorado Judicial System Personnel Rules and Annual Compensation Plan. Base salary, benefits, paid time off, and paid time off prorated for part-time employees for continuing education required to maintain certification shall be provided to classified court reporters, as well as variable pay, such as per page rates. When determining the total compensation package of court reporters, consideration shall also be made for expenditures incurred by court reporters on equipment, software, employment of scopists and proofreaders used during the course of business conducted for the state. Appendix F of this CJD provides a more exhaustive list of items, which should be taken into consideration in the determination of fair and equitable compensation for court reporters.

- a. Court reporters are eligible for promotional increases for obtaining certification under the following conditions:
 - (i) In instances where the difference in compensation midpoint between the Court Reporter's current job class and the job class the Court Reporter will promote to is more than 5%, the Court Reporters shall receive a promotional increase for attaining the certification in accordance with the Colorado Judicial System Personnel Rules.

- (ii) In instances where the difference in the compensation midpoint between the Court Reporter's current job class and the job class the Court Reporter will promote to is less than 5%, a 4% pay increase will be given for attaining certification.
2. Transcripts requested by judges
- Colorado Judicial Branch court reporters and other employees who prepare transcripts as part of their regular duties shall provide transcripts requested by and used only by the judge or magistrate who presided over the matter or the chief judge and shall not be paid the transcript page rate in addition to their regular salary. These employees shall be allowed to prepare transcripts requested by judicial officers during work hours.
 - Court reporters and transcribers who are not Colorado Judicial Branch employees shall be considered "substitutes" and shall be compensated the state-paid transcript rate to prepare a transcript requested by and used only by the judge or magistrate who presided over the matter or the chief judge. The judicial district shall be responsible for compensation of the "substitute" court reporter or transcriber if not paid by the parties in a civil case as described in Section IV above.
3. State-Paid Transcripts
- a. State-paid transcripts are all transcripts requested by judicial officers, the district attorney, public defender, the Office of the Child's Representative and its contract attorneys, pro se indigent criminal defendants or advisory counsel representing an indigent criminal defendant, the Attorney General's Office, the Office of the Alternate Defense and its contract attorneys the Office of Respondent Parents' Counsel and its contract attorneys. Colorado Judicial Branch court reporters who prepare transcripts as a normal part of their job and compensation shall be allowed to prepare state-paid transcripts during work hours.
 - Copy costs for state-paid transcripts are eliminated and the original per-page cost applies in accordance with Appendix A of this directive. The court reporter shall provide a state-purchased disk or may email a PDF or other word-searchable protected version of the transcript to an attorney or party requesting a copy of a transcript.
4. Private-Paid Transcripts
- Private-paid transcripts are all transcripts requested by all parties, attorneys, media and entities not listed in 3 (a) above.
 - Colorado Judicial Branch court reporters and other employees who prepare transcripts shall not be allowed to use state time, equipment, supplies or copiers to prepare private-paid transcripts; except that a court reporter may prepare private-paid transcripts during regular working hours in the following circumstances:
 - Criminal transcripts requested by non-state paid attorneys
 - Juvenile court transcripts requested by non-state paid attorneys
 - Transcripts prepared for cases on appeal
 - Transcripts of an oral ruling of a trial court ordered for the preparation of the written order at the request of the trial court.
 - The original per page rate and copy rates are applied as defined in Appendix A.
 - Court reporters shall delineate the fees for originals and copies separately in all transcript invoices.
5. Non-Appellate Transcripts
- The full price may be charged only if the independent contractor delivers the transcript within the time frame agreed upon, including any extensions that have been authorized by the chief judge.

6. Appellate Transcripts

In accordance with §13-5-128, C.R.S., the shorthand reporter of a court of record shall be compensated for preparation of the original and copies of the transcript of notes at such rates described in this policy.

The full price may be charged only if the transcript is delivered within the time frame prescribed by the chief judge of the district court or the appellate court. A transcript delivered within the time allowed by a timely extension granted for good cause pursuant to Colorado Rules of Appellate Procedure (C.A.R.) 11(a) and (d) is entitled to full payment. The appellate court may extend the due date for a transcript and order the reduced rate if the "good cause" requirement is not met. (See Appendix D for computation of transcript delivery dates and reductions in per page rates for late transcripts.)

C. Hourly or Daily Transcripts

Unless otherwise ordered by the trial judge assigned to the case, there shall be no hourly or daily transcripts delivered to any party or attorney. If any person desires such services, he or she must seek permission of the court to have a Realtime court reporter present for a hearing or trial.

D. Unedited Transcripts

The use of an unedited transcript as a working document shall be permitted if allowed and approved by the trial judge and the court reporter, or as permitted by court rule such as C.A.R. 3.4(e)(6). Such transcript shall not be the official record of the court unless so certified by the court reporter. The rate for the unedited transcript shall be applied according to Appendix A. Pursuant to CAR 3.4 the reporter may require a signed waiver of liability for any errors in the unedited transcript. Unedited transcripts shall include the disclaimer, Uncertified Transcript Disclaimer, in Appendix G.

E. Ordering of Transcripts, Tapes or Digital Recording Disks

Each district shall determine and post on the Colorado Judicial Branch website a policy that outlines the procedures for that particular district for ordering of transcripts, tapes or digital recording disks.

1. Transcripts may be ordered from the court following the procedure below.
 - a. The requesting party should use the request forms for transcript of a hearing or trial approved by the State Court Administrator. Blank forms can be procured from the clerk of the court or district administrator as set forth by each district. The completed form should be sent to the address listed on the form for the appropriate district.
 - b. Persons ordering transcripts will be contacted directly by the court reporter or transcriber concerning payment of the appropriate fees. Transcripts will not be started and the time limits stated for delivery of transcripts will not commence until satisfactory arrangements are made with the transcriber for the payment of required fees.
 - c. It is the requestor's responsibility to properly pay or obtain a court order approving waiver of the fees in ordering transcripts. The requestor also must obtain and the reporter or transcriber must produce a dated receipt for the payment. This is to avoid any dispute as to the date, manner of payment and whether payment has in fact been made.
2. Copies of all or part of tapes or digital records (CD-ROM) may be ordered in those districts that are able to provide this service. The court may, based upon each district's policy, reproduce tapes or create CDs on its own duplicating equipment and may sell copies of electronic sound recording tapes made. The district may sell a whole or partial copy of the

proceeding if available on CD, disk or tape to the public at the prevailing rate prescribed by this CJD. The rate shall be that rate in effect at the time of ordering.

- a. Orders for copies should be submitted to the court on the request forms for tapes or CDs approved by the SCAO. Blank forms can be obtained from the clerk of the court or district administrator as set forth by each district. The completed form should be sent to the address that is listed on the form for the appropriate district.
 - b. Copies of tapes or CDs shall not be used as the official record for purposes of appeal, motions or other court proceedings. Only certified transcripts by reporters or authorized transcribers shall be used as the official records of court proceedings.
 - c. In those districts that do not provide this service, parties shall request a transcript using the procedure outlined in V(E)(1) above.
3. Districts shall not accommodate requests to listen to recorded proceedings (tapes or CDs).

F. Standards for the Production of Transcripts

The following standards apply to the production of all transcripts for Colorado courts:

1. All transcripts shall be produced in the format required by this CJD (Appendix B).
2. No court reporter/transcriber employed by the Colorado Judicial Branch shall charge fees for transcripts of official proceedings that exceed those set forth in this CJD, except as approved by the chief judge in writing for extraordinary circumstances.
3. Each court reporter/transcriber is required to certify on each invoice that the fees charged and page format used conform to this CJD.
4. If transcripts of proceedings are prepared by contract transcription services and paid for by the state:
 - a. All format, delivery time schedule, and fee requirements adopted by this CJD apply as if the transcript was produced by one of the court's reporters or other Colorado Judicial Branch employee unless the contract entered into provides otherwise.
 - b. The transcriber designated to transcribe the proceedings recorded by electronic sound recording shall clearly specify on the billing or invoice and the transcript cover page that the proceedings which were transcribed were recorded on an electronic recording, and shall clearly certify the transcript as follows: "I (we) certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter." [Signature of transcriber and date].
 - c. Each transcriber may charge and collect fees for transcripts requested at rates prescribed by this CJD.
5. Appellate transcripts may be provided in electronic format as part of an electronic record submitted pursuant to C.A.R. 10 and 11. In criminal cases, an electronic transcript may be provided as part of an electronic record where electronic records are available.

G. Time Limits for Delivery of Transcripts

1. Original transcripts ordered by judicial officers shall be provided to the judicial officer within the time prescribed by the order.
2. All transcripts of official proceedings prepared for the purpose of appeal shall be delivered to the ordering party, if a copy is requested, and the original filed with the clerk of court within the prescribed time limits of the Colorado Rules of Appellate Procedure.
3. Extension of time for appellate transcripts must be sought from the court pursuant to the appropriate rule.

H. Distribution of Transcripts

1. At the request of the ordering party, a non-appellate transcript may be provided in electronic format, if the reporter or transcriber agrees.
2. For state-paid transcripts, the court reporter shall provide the transcript in PDF or other word-searchable protected format to the party requesting a copy of a transcript. Replacement copies shall be made available in accordance with the fee structure below for both state-paid and private-paid requests. The intent of this provision is for only one state agency to pay for the transcript; therefore, copy costs for state-paid copy requests shall not apply. If the state agency requests the first copy, copy costs for private parties shall be in accordance with Appendix A.
3. Any requests for transcripts from persons or entities who are not parties to the case must be forwarded to the district administrator or chief judge prior to the court reporter agreeing to arrangements to furnish a copy. No court reporter or transcriber shall create a distribution list for anyone other than parties or attorneys of record.

VI. OWNERSHIP, CUSTODY, USE, RETENTION AND FILING OF THE NOTES AND ELECTRONIC RECORDINGS**A. The notes of all court reporters:**

1. Shall remain property of the Colorado Judicial Branch controlled by the chief judge or designee to ensure transcripts may be prepared by another reporter, if and when necessary;
2. Shall be retained by the appropriate court for a period prescribed by the Colorado Judicial Department Retention and Disposition Schedules; AND
3. Are not public records.

B. The work of all court reporters shall be readable and shall remain in the ultimate control of the chief judge or designee so that another reporter, if necessary, can read the notes of a court reporter.

C. Each court reporter shall be required to sign a statement (Appendix E) acknowledging the ownership of the notes and of the dictionary provision below.

1. When a court reporter leaves the employment of the Colorado Judicial Branch, the court reporter shall provide the chief judge with paper or electronic notes and a copy of his or her dictionary for the cases they have done while a state employee prior to the reporter's last day of employment.
2. The court reporter leaving employment with the branch shall be given a right of first refusal regarding preparation of any outstanding transcripts on those cases so long as:
 - a. The Court Reporter provides the district with the reporter's address, phone number and other contact information and keeps that information current with the district administrator and chief judge, and
 - b. The Court Reporter does not have more than one outstanding appeal transcript beyond the 180 day allotted time frame.
3. In the event that another court reporter must prepare any such outstanding transcripts, that court reporter shall not use the departing court reporter's dictionary for any purpose other than preparation of the outstanding transcripts.

D. During the trial or the taking of other matters on the record, the paper or electronic notes shall be considered the property of the Colorado Judicial Branch, even though in custody of the reporter, judge or clerk.

E. After the trial and review or appeal period, the reporter shall list, date and index all of the notes and shall properly pack them for storage. The court shall store such records.

F. There shall be no additional charges for securing the record of a proceeding and for transporting the record to the clerk of court. The costs of these services are included in the schedule of rates for transcripts.

G. During the period of retention, paper or electronic notes shall be made available to the reporter of record, or to any other reporter or person the court may designate.

H. An electronic PDF or other word-searchable protected format version of any final transcripts prepared in all criminal and juvenile cases by any court reporter or transcriber shall be filed with the court.

I. Copies of these transcripts may be obtained from the court reporter at the rates designated within Appendix A herein.

J. The court may provide additional copies of these state-paid transcripts without any additional expense to the attorney general, district attorney, public defender, Office of the Child's Representative, pro se indigent criminal defendant or advisory counsel representing an indigent criminal defendant, Alternate Defense Counsel and state-paid respondents' attorneys in dependency and neglect cases. If a court reporter is no longer a full-time, part-time or contract employee of the Colorado Judicial Branch, individuals may obtain copies of these transcripts at the rate set forth in the Colorado Judicial Department Fiscal Rules by contacting the district administrator of the district.

VII. TRANSCRIPT BACKLOGS

The chief judge or designee is authorized to take necessary steps to reduce backlog transcript, tape, or disk copy production delays. Such steps may include, but are not necessarily limited to the following:

A. Adjusting the workload of the court reporter or transcriber to reduce backlogs.

B. Terminating a contract with an outside vendor of transcription services and/or adding contract vendors of transcription services.

VIII. APPELLATE TRANSCRIPTS

All transcripts in appellate cases shall be uploaded to the Court of Appeals or Supreme Court as read-only PDF documents.

CJD 05-03 is amended and adopted effective March 14th, 2017.

/s/

Nancy E. Rice, Chief Justice

APPENDIX A

Below are transcript fee rates for the preparation and transcription of court proceedings. Additionally, in accordance with V(B)(6) of this directive, and pursuant to §13-5-128, C.R.S., the shorthand reporter of a court of record shall be compensated for preparation of the original and copies of the transcript of notes at such rates described in this policy.

	Original Per Page	Copy to State Agency per Page**	Copy to Non-State Agency Party per Page	Each Add'l Copy to Non- State Agency Party or Non- Party Per Page
State-paid Ordinary Transcript	\$3.00	\$0.00	\$0.75	\$0.75
Private-paid Ordinary Transcript (Private paid original) (within 11 days and up to 30 calendar days, or as agreed upon by the requesting party and transcriber)	\$3.00	\$0.75	\$0.75	
Expedited Transcript (10 calendar days)	\$3.75	\$0.00	\$0.75	\$0.75
Daily Transcript (Prior to normal opening of court the following day)	\$5.25	\$0.00	\$1.00	\$1.00
Unedited Transcript (Rough draft, unedited, non-certified)	\$.75 per page per agency. If ordered by two agencies, limit \$1.25 per page	\$0.00	\$1.25	\$1.25
Hourly	\$6.25	\$1.25	\$1.25	\$1.25

**State agency as defined in V.B.3.a (excluding judicial officers).

REPLACEMENT OR ADDITIONAL CD'S OF TRANSCRIPTS (Applies to transcripts prepared by a court reporter where the per-page costs have already been paid in accordance with the fee structure above.)
\$35

REDUCED RATES

Reduced rates for late delivery to the appellate court may apply. The rate for a late transcript, which would be billed at the ordinary rate if submitted on time, is 90% of the ordinary rate if 10 days or less; 75% if 11 to 30 days late and 50% if more than 30 days late.

A transcript ordered on an "expedited" basis shall be billed at the "ordinary" rate if not delivered within 10 days.

The above rates are applicable to each page of transcript, excluding the certification page, which must be at the end of each volume of transcript.

DEFINITIONS OF METHOD OF TRANSCRIPTION

ORDINARY: Appellate transcripts shall be delivered within time prescribed by C.A.R. 11(a) and (d). Any other transcripts shall be prepared within 30 days from the date when the requesting party and the reporter agree on arrangements for the transcript or a mutually agreed upon time frame outside the 30 days that is reasonable and meets the needs of the requesting party.

EXPEDITED: Transcript to be delivered within 10 days from the date when the requesting party and the reporter agree on arrangements for the transcript. When transcripts are delivered on or after the 11th day after the arrangements for the transcript, the ordinary transcript rates shall apply.

DAILY: Transcript to be delivered following adjournment and prior to normal opening hour of court on following morning whether or not it is a court workday.

HOURLY: Transcript, ordered under unusual circumstances, to be delivered within 2 hours of adjournment.

UNEDITED: Daily rough draft, unedited, non-certified transcript, which is not an official transcript.

PARTIAL: If the appellate court has previously received a partial transcript and the entire transcript is later ordered the reporter must put the entire transcript in sequential order in one document before it is sent to the appellate court.

Appendix B

STANDARDS FOR TRANSCRIPT PREPARATION

The standards for transcript preparation by all court reporters, including court reporters hired by litigants in civil cases, are:

Paper:

Size-Standard letter size, 8 ½ x 11

Weight- Not less than 13#

Paper shall be line numbered, 1 to 25, with no fewer than 25 typed lines

Type size- No fewer than nine or ten characters to the typed inch

Ink color- black

Margins:

- a) Typed margins shall start one inch from the top and no more than one and three-quarters inches from the left of the page. A justified left margin is used throughout.
- b) The right margin shall be no more than three-eighths inch.
- c) The lower margin will be set by line 25.

Binding: Transcripts shall be bound at the left. Binding shall be in daily volumes, approximately one inch thick.

Title pages: Prepare in accordance with attached sample, using plain language.

Page numbering: Official page numbering for transcripts shall be at the upper right, above line 1. Reporters shall ensure that page numbering is consecutive within each volume. If more than one volume is required, the reporter may number all volumes under a consecutive number sequence, or may begin each volume with page 1. Since citations will be by volume, one, and line number, the beginning number for each volume is no longer critical.

Parenthetical and exhibit markings: Begin no more than 15 spaces from the left-hand margin, with carry-over line to begin not more than 15 spaces from the left margin, with carry-over lines to begin no more than 15 spaces from the left-hand margin.

Quoted material: Begin no more than 15 spaces from the left-hand margin, with carry-over lines to begin no more than 10 spaces from the left-hand margin.

Colloquy material: Begin no more than fifteen spaces from the left-hand margin, with carry-over colloquy to the left-hand margin.

Question and Answer: Each question and answer to begin on a separate line. Each question and answer to begin no more than five spaces from the left-hand margin with no more than five spaces from the Q and A to the text. Carry-over Q and A lines to begin at the left-hand margin.

Electronic: Electronic transcripts standards adopted by the appellate courts pursuant to C.A.R. 10 and 11 apply.

All appellate transcripts shall be delivered to the trial court appeal clerk at least 2 working days prior to the date the record is due in the appellate court.

SAMPLE

1

1	-----		
2	DISTRICT COURT		
3	BOULDER COUNTY		
4	COLORADO		
5	1777-6th Street		
6	Boulder, CO 80306		
7	-----		
8	Petitioner,		
9	and		
10			
11			
12			
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23			
24			
25			

FOR COURT USE ONLY

Case No.

Division 2

For Petitioner:

For Respondent:

The matter came on for hearing on _____, before the HONORABLE Judge's
 Full Name, Judge of the District Court, and the following proceedings were had.

(Recorded and Transcribed)

APPENDIX C

INFORMATION REQUIRED TO BE INCLUDED ON ALL BILLINGS

1. Name of Client (Actual person ordering and paying for transcript)
2. Date Ordered
3. Date Delivered
4. Case Name and number
5. Number of Pages
6. Number of Copies
7. Type of Delivery Schedule
8. Discount
9. Refunds
10. Total Due
11. Certification of Reporter or Transcription Firm of Compliance with Fee and Transcript Format Prescribed by CJD

APPENDIX D

COMPUTATION OF TRANSCRIPT DELIVERY DATES

Transcripts delivery dates are computed from:

- a. The date on which satisfactory financial arrangements for payment are made, except for transcripts to be paid for by the State of Colorado or free copies ordered by a judge;
- b. The date on which the appropriate Transcript Order is received by the reporter/transcriber when the transcript is to be paid for by the State of Colorado;
- c. The date on which the court order is provided to the reporter/transcriber when a judicial officer has ordered a transcript.

APPENDIX E COURT REPORTER ACKNOWLEDGMENT
(Concerning Stenographic and Electronic Notes)

_____ Judicial District

I acknowledge that all stenographic and electronic notes produced by me during the time I am employed by the Colorado Judicial Department are the property of the _____ Judicial District.

I will regularly back up all electronic notes as directed by the Chief Judge or designee. If I produce paper notes, I will maintain them in a secure location and in an organized fashion according to local policy.

Should I leave the employment of the Colorado Judicial Department, I will ensure that all the electronic notes for the cases I have reported while a state employee are properly lodged on the server or that I have provided a backup copy on CD. I also will ensure that a current copy of my dictionary is on the server, with a backup copy on CD, and that all docket sheets are current as required by local policy. I will provide verification of same to the Chief Judge, District Administrator or Managing Court Reporter.

I understand that I will be given first right of refusal regarding preparation of any transcripts on those cases I have reported so long as I provide the District with my address, phone number and other contact information and keep that information current with the Managing Court Reporter, District Administrator or Chief Judge, and provided I do not have more than one outstanding appeal transcript beyond the 180 day allotted timeframe.

Dated this _____ day of _____, 20 .

Official Court Reporter

APPENDIX F**COURT REPORTER TOTAL COMPENSATION**

The compensation package for court reporters in the judicial system is based upon two components: salary paid by the Colorado Judicial Branch and income generated from the production of transcripts. Transcription preparation is part of the court reporters' essential functions upon which they are annually evaluated. This method of payment adequately compensates court reporters for their status as professionals and also takes into consideration the costs borne by court reporters. Court reporters provide their own computerized equipment and Realtime software to produce the record owned by judicial and simultaneously provide the instantaneous (Realtime) feed for the immediate use and benefit of court and counsel. Upon request, court reporters are then responsible for transcribing their stenographic and electronic notes on their own equipment to produce the final transcript, which is provided to the court at no cost. Court reporters, as a result, incur additional costs in order to ensure accurate and timely transcripts by employing support staff (i.e. scopists and proofreaders). As professionals, the court reporters are also required at their own expense to obtain and maintain Colorado Judicial Branch mandated certifications, which require membership in professional organizations and yearly continuing education credits. By providing this compensation package, the Colorado Judicial Department reaps the benefit of state-of-the art advances in computer technology, but the expense is not taken from the state budget instead it is covered by the per page rate (see Appendix A) paid in part by private parties. Requiring reduced fees for non-judicial department state agencies (reduced by the elimination of copies for state agencies) serves to control and limit the transcript requests for nonessential proceedings. **This type of compensation package strikes a fair balance among the Colorado Judicial Department, court reporters, and litigants.** This method of payment also creates a built-in incentive for the timely preparation of transcripts and prevents unnecessary backlogs in our appellate courts; while at the same time attracts and maintains qualified employees within our state. Realtime court reporting also complies with ADA requirements, when requested.

As an example of Court Reporter unreimbursed expenses, which are borne by a typical reporter include:

- Steno machine and yearly maintenance contract of which covers parts, cleaning & loaner;
- Computer Aided Transcription software and annual support contract,
- Support and software upgrades;
- Realtime software and annual license fee;
- Personal Computer;
- Proofreaders;
- Scopists;
- Annual Professional Memberships;
- Continuing Education Seminars, plus travel expenses;
- Testing Fees, plus travel expenses;
- Expenses vary per reporter.

Court Reporters own and maintain their court reporting equipment including hardware and software. The listed equipment is owned and used by the court reporter for the benefit of judicial in producing the record owned by judicial and for providing Realtime for court and counsel.

APPENDIX G

1 UNCERTIFIED TRANSCRIPT DISCLAIMER

2 The following transcript(s) of proceedings, or any
3 portion thereof, is being delivered *UNEDITED AND*
4 *UNCERTIFIED* by the official court reporter at the request
5 of the ordering party.

6 The purchaser agrees not to distribute this
7 uncertified and unedited transcript in any form (written or
8 electronic). This is an unofficial transcript, which
9 should NOT be relied upon for purposes of verbatim citation
10 of proceedings and should not be filed as an attachment to
11 any court pleadings. The judge in this case will be
12 provided a copy of these rough draft proceedings.

13 This transcript has not been checked, proofread, or
14 corrected. It is a draft transcript, NOT a certified
15 transcript. As such, it may contain computer-generated
16 mistranslations of stenotype code or electronic.
17 transmission errors, resulting in inaccurate or nonsensical
18 word combinations, or untranslated stenotype symbols which
19 cannot be deciphered by non-stenotypists. Corrections will
20 be made in the preparation of the certified transcript
21 resulting in differences in content, page and line numbers,
22 punctuation, and formatting.

23 This realtime uncertified and unedited transcript
24 contains no appearance page, certificate page, index, or
25 certification.