



Department of General Services  
Procurement Division  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605-2811

State of California  
**MASTER SERVICE AGREEMENT  
USER INSTRUCTIONS**

**Supplement 5**

\*\*\*\*NON-MANDATORY\*\*\*\*

|   |  |
|---|--|
| <b>ISSUE AND EFFECTIVE DATE: 06/26/2015</b>       |  |
| CONTRACT NUMBER(S): 5-12-99-01 through 5-12-99-07 |  |
| DESCRIPTION:                                      | Certified Shorthand Reporters, Transcription and Other Associated Services                             |
| CONTRACTOR(S):                                    | Various  |
| CONTRACT TERM:                                    | 06/12/2012 through 05/31/2017  |
| MAXIMUM ORDER LIMIT                               | \$500,000.00   |
| STATE CONTRACT ADMINISTRATOR:                     | Stacy Jarvis<br>(916) 375-4378<br><a href="mailto:Stacy.Jarvis@dgs.ca.gov">Stacy Jarvis@dgs.ca.gov</a> |

Changes to these User Instructions will be issued through a Supplement.

Please carefully review the User Instructions in its entirety. After reviewing the User Instructions, if you need further assistance or have questions, please contact the State Contract Administrator and reference the "Description" and/or a Master Service Agreement number listed above.

**ORIGINAL SIGNATURE ON FILE**

\_\_\_\_\_  
Stacy Jarvis, State Contract Administrator      Date

**MSA User Instructions**

*Certified Shorthand Reporter, Transcription and Other Associated Services*

| <b>SUMMARY OF CHANGES</b> |   |                        |
|---------------------------|---|------------------------|
| <b>Supplement No.</b>     | <b>Description/Articles</b>   | <b>Supplement Date</b> |
| <b>5</b>                  | <p>Effective June 1, 2015, Vine McKinnon &amp; Hall is no longer a provider under the MSA. The following sections are revised to reflect this change.</p> <ul style="list-style-type: none"><li>• Section 1.A. Overview</li><li>• Section B. 2) Contract Term</li><li>• Section 2.C. Contractor Ranking by Category and District</li><li>• Section 2.D. Contractor Contact Information</li><li>• Section 2.E. 1) Contractor Pricing</li><li>• Section 4.B. Requirements, Terms and Conditions</li></ul> | 06/26/2015             |

**MSA User Instructions**  
*Certified Shorthand Reporter, Transcription and Other Associated Services*

**TABLE OF CONTENTS**

**1. INTRODUCTION AND GENERAL INFORMATION**

A. Overview ..... Page 4  
B. Contract Term ..... Page 4  
C. Department of General Services Contact / State Contract Administrator .... Page 5  
D. Department of General Services Administrative Fees..... Page 5  
E. Small Business and Disabled Veteran Business Enterprise Participation ... Page 5

**2. STATE & LOCAL AGENCIES ORDERING INSTRUCTIONS**

A. Contractor Selection ..... Page 5  
B. District Breakdown by County..... Page 8  
C. Contractor Ranking by Category and District ..... Page 10  
D. Contractor Contact Information..... Page 11  
E. Contractor Pricing..... Page 12  
F. Contract Document..... Page 13  
G. Order Initiation..... Page 14  
H. Order Placement and Execution ..... Page 14

**3. CONTRACT USAGE RULES**

A. State of California Government Agencies ..... Page 14  
B. Local Government Agencies..... Page 16  
C. Problem Resolution/Contractor Performance..... Page 16

**4. CONTRACT SCOPE**

A. Service Categories ..... Page 17  
B. Requirements, Terms and Conditions ..... Page 18

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

## 1. INTRODUCTION AND GENERAL INFORMATION

### A. Overview

The Certified Shorthand Reporters, Transcription and Other Associated Services Master Service Agreement (MSA) provides State of California and local government agencies with an opportunity to acquire the following services:

- Category 1: Certified Shorthand Reporter – Hearings (CSR)
- Category 2: Certified Shorthand Reporter – Depositions (CSR)
- Category 4: Transcription Services
- Category 5: Certified Electronic Reporter and Transcriber (CERT) Services

Contractors must provide offered services within each district and category for which they are listed in Section 3.C. The MSA includes eight (8) reporting firms as follows:

| Contract No. | Contractor Name                                  |
|--------------|--|
| 5-12-99-01   | California Reporting LLC                         |
| 5-12-99-02   | Capitol Reporters                                |
| 5-12-99-03   | Diamond Court Reporters                          |
| 5-12-99-04   | Foothill Transcription Company                   |
| 5-12-99-05   | Huntington Court Reporters & Transcription, Inc. |
| 5-12-99-06   | Kennedy Court Reporters, Inc.                    |
| 5-12-99-07   | Northern California Court Reporters              |

The Department of General Services (DGS) established this leveraged MSA pursuant to Public Contract Code (PCC) 10298 and 10299. The use of this MSA is optional for all State of California and local governmental agencies.

### B. Contract Term

- 1) This MSA shall be for a five (5) year term for Contract Numbers 5-12-99-01 through 5-99-12-07.
- 2) Current MSA term dates are listed on Page 1 of these User Instructions and in Section A. above.

**MSA User Instructions**  
*Certified Shorthand Reporter, Transcription and Other Associated Services*

**C. Department of General Services Contact / State Contract Administrator**

Stacy Jarvis  
Department of General Services  
Procurement Division, Multiple Awards Program Section  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605  
Email: [Stacy.Jarvis@dgs.ca.gov](mailto:Stacy.Jarvis@dgs.ca.gov)  
Phone: (916) 375-4378

**D. Department of General Services Administrative Fees**

1) State of California Agencies

The DGS will bill each State agency an administrative fee for use of this statewide MSA. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

2) Local Governmental Agencies

For all local government agency transactions issued against the MSA the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the ordering agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**E. Small Business and Disabled Veteran Business Enterprise Participation**

All contractors for this MSA are California-certified small businesses (SB). There is no Disabled Veteran Business Enterprise (DVBE) participation for this MSA. State agencies can verify supplier certifications are currently valid at <http://www.bidsync.com/DPXBisCASB>.

**2. STATE & LOCAL AGENCIES ORDERING INSTRUCTIONS**

**A. Contractor Selection**

Agencies electing to use this MSA to obtain certified shorthand reporter, transcriptions, and other associated services must select a Contractor using one of the two (2) selection processes below without modification.

1) Ranking Order Selection Process

- a. Agencies shall submit a written request to the Contractor in rank 1 (lowest cost) for the requested service category and in the district the work is to be performed.

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

- b. If the Contractor in rank 1 does not accept the request within one business day, the agency may then contact the next ranked Contractor (2, then 3, then 4, etc.) allowing at least one business day for response before contacting the next ranked contractor. The agency shall email notification to the DGS Contract Administrator of non-responses and untimely responses from Contractors.

**Important to note:** DGS reserves the right to terminate a contractor's contract and/or remove a ranked contractor from a category/district list if the ranked contractor has not timely responded to or denies service requests five (5) or more times over the course of the contract.

- c. If the agency requires services from a category in a district where there is no awarded Contractor, the agency may request services from the first ranked Contractor in the same service category of an adjacent district. Contractors in adjacent districts are not obligated to perform services in another district. *Example:* Requestor requires services in Category 1 in District 9 and there is no awarded Contractor. Requester would contact the first ranked Contractor in Category 1 in any of the adjacent districts 6, 8, or 10.

**Important to Note:** The process outlined in Section b (above) applies when the rank 1 Contractor is not available in any adjacent district.

- d. If the agency is not satisfied with the Contractor's performance the requester shall submit an email to the DGS Contract Administrator stating the issues.

## 2) Request For Offer (RFO) Selection Process

- a. The Requesting Agency completing the Request For Offer (RFO) should include a Scope of Work (SOW), which includes information indicated in the RFO template (<http://www.documents.dgs.ca.gov/pd/delegations/RFO102710.doc>) and the following:
  1. Agency contact information
  2. Requested date(s) of service (if known)
  3. Category of service
  4. District in which service will be provided
  5. Travel requirements / per diem information
  6. Special requirements (example: Contractor's reporter(s) must have 3 years experience reporting hearings with complex medical terminology)
- b. The Requesting Agency must send an RFO to all Contractors awarded in the requested service category and district. Contractors are not obligated to respond; therefore the Requesting Agency does not need to obtain a minimum amount of responses in order to award a contract.
- c. Contractors responding to the RFO must submit lower pricing (by line item) than that of the first ranked Contractor in the requested service category/district. Contractor's pricing must be offered in the format consistent with the MSA. Any offer submitted not meeting this criteria will be deemed non responsive.
- d. The Requesting Agency shall review and score all responsive offers and select the Contractor based on Best Value with Cost being a minimum of fifty percent (50%) of the evaluation score.

**MSA User Instructions**

*Certified Shorthand Reporter, Transcription and Other Associated Services*

- e. The Requesting Agency must document responses using the Best Value Determination Worksheet (<http://www.documents.dgs.ca.gov/pd/delegations/bestvalwrksht.doc>) or use their own form to document the results of offers.

### MSA User Instructions

*Certified Shorthand Reporter, Transcription and Other Associated Services*

#### B. District Breakdown By County

The following map illustrates the twelve (12) Caltrans Districts used for this MSA.



**MSA User Instructions**

*Certified Shorthand Reporter, Transcription and Other Associated Services*

**DISTRICT 1**

Humboldt County  
Del Norte County  
Mendocino County  
Lake County

**DISTRICT 2**

Siskiyou County  
Trinity County  
Shasta County  
Tehama County  
Plumas County  
Lassen County  
Modoc County

**DISTRICT 3**

Glenn County  
Sutter County  
Butte County  
Colusa County  
Yolo County  
Yuba County  
El Dorado County  
Sierra County  
Placer County  
Nevada County  
Sacramento County

**DISTRICT 4**

Solano County  
Sonoma County  
Napa County  
Marin County  
San Francisco County  
San Mateo County  
Santa Cruz County  
Santa Clara County  
Alameda County  
Contra Costa County

**DISTRICT 5**

San Benito County  
Monterey County  
San Luis Obispo County  
Santa Barbara County

**DISTRICT 6**

Madera County  
Fresno County  
Kings County  
Tulare County  
Kern County

**DISTRICT 7**

Ventura County  
Los Angeles County

**DISTRICT 8**

San Bernardino County

**DISTRICT 9**

Mono County  
Inyo County

**DISTRICT 10**

San Joaquin County  
Stanislaus County  
Merced County  
Mariposa County  
Tuolumne County  
Calaveras County  
Amador County  
Alpine County

**DISTRICT 11**

San Diego County  
Riverside County  
Imperial County

**DISTRICT 12**

Orange County

**MSA User Instructions**  
*Certified Shorthand Reporter, Transcription and Other Associated Services*

**C. Contractor Ranking by Category and District**

Contractors must provide offered services within each district and category for which they are listed. The following chart identifies the Contractors by service category, district, and rank.

| District | Contractor Rank | Service Categories        |                              |                                     |                            |
|----------|-----------------|---------------------------|------------------------------|-------------------------------------|----------------------------|
|          |                 | CSR Hearings (Category 1) | CSR Depositions (Category 2) | Transcription Services (Category 4) | CERT Services (Category 5) |
| 1        | 1               |                           |                              | Foothill                            |                            |
|          | 2               |                           |                              | NCCR                                |                            |
| 2        | 1               |                           |                              | Foothill                            |                            |
|          | 2               |                           |                              | NCCR                                |                            |
| 3        | 1               | California                | Diamond                      | Foothill                            | California                 |
|          | 2               | Diamond                   | NCCR                         | NCCR                                | -                          |
|          | 3               | Capitol                   | California                   | -                                   | -                          |
|          | 4               | NCCR                      | Capitol                      | -                                   | -                          |
| 4        | 1               | California                | California                   | Foothill                            | California                 |
|          | 2               | -                         | Diamond                      | NCCR                                | -                          |
| 5        | 1               | Kennedy                   | Kennedy                      | Foothill                            |                            |
|          | 2               | -                         | -                            | NCCR                                |                            |
| 6        | 1               |                           |                              | Foothill                            |                            |
|          | 2               |                           |                              | NCCR                                |                            |
| 7        | 1               | California                | California                   | Foothill                            | California                 |
|          | 2               | Huntington                | Kennedy                      | NCCR                                | -                          |
|          | 3               | Kennedy                   | Huntington                   | California                          | -                          |
|          | 4               | -                         | -                            | Huntington                          | -                          |
| 8        | 1               | Huntington                | Kennedy                      | Foothill                            | Huntington                 |
|          | 2               | Kennedy                   | Huntington                   | NCCR                                | -                          |
|          | 3               | -                         | -                            | California                          | -                          |
|          | 4               | -                         | -                            | Huntington                          | -                          |
| 9        | 1               |                           |                              | Foothill                            |                            |
|          | 2               |                           |                              | NCCR                                |                            |
| 10       | 1               |                           |                              | Foothill                            |                            |
|          | 2               |                           |                              | NCCR                                |                            |
| 11       | 1               | California                | California                   | Foothill                            | Huntington                 |
|          | 2               | Huntington                | Kennedy                      | NCCR                                | -                          |
|          | 3               | Kennedy                   | Huntington                   | California                          | -                          |
|          | 4               | -                         | -                            | Huntington                          | -                          |
| 12       | 1               | Huntington                | Kennedy                      | Foothill                            | Huntington                 |
|          | 2               | Kennedy                   | Huntington                   | NCCR                                | -                          |
|          | 3               | -                         | -                            | California                          | -                          |
|          | 4               | -                         | -                            | Huntington                          | -                          |

**MSA User Instructions**

*Certified Shorthand Reporter, Transcription and Other Associated Services*

**D. Contractor Contact Information**

The following chart identifies the most current contact information:

| <b>Contractor</b>  | <b>Contact Person</b> | <b>Address</b>   | <b>Contact Information</b>  |
|--|-----------------------|--|---|
| <b>California Reporting LLC</b><br>MSA 5-12-99-01<br>SB# 12537<br>FEIN# 68-0309707                       | Marika Edler          | 52 Longwood Drive<br>San Rafael, CA 94901                          | Phone: 415.457.4417<br>Fax: 415.454.5626<br>Email: <a href="mailto:californiareporting@sbcglobal.net">californiareporting@sbcglobal.net</a> |
| <b>Capitol Reporters</b><br>MSA 5-12-99-02<br>SB# 37176<br>FEIN# 68-0369519                              | Esther Schwartz       | 2386 Fair Oaks Boulevard<br>Sacramento, CA 95825                   | Phone: 916.923.5447<br>Email: <a href="mailto:estherschwartz@msn.com">estherschwartz@msn.com</a>  |
| <b>Diamond Court Reporters</b><br>MSA 5-12-99-03<br>SB# 1354941<br>FEIN#91-1845506                       | Janice Williams       | 1107 2 <sup>nd</sup> Street, #210<br>Sacramento, CA 95814          | Phone: 916.498.9288<br>Fax: 916.442.2783<br>Email: <a href="mailto:Janice@diamondcr.com">Janice@diamondcr.com</a>                           |
| <b>Foothill Transcription Company</b><br>MSA 5-12-99-04<br>SB# 39010<br>FEIN# 73-1657092                 | Craig Hutchison       | 8788 Elk Grove Blvd<br>Building #2, Suite F<br>Elk Grove, CA 95624 | Phone: 916.443.7400<br>Fax: 916.363.7415<br>Email: <a href="mailto:Inbox@FoothillTranscription.com">Inbox@FoothillTranscription.com</a>     |
| <b>Huntington Court Reporters &amp; Transcription</b><br>MSA 5-12-99-05<br>SB# 27069<br>FEIN# 95-4203096 | Ann Bonnette          | 301 North Lake Avenue<br>Suite 150, Pasadena, CA 91101             | Phone: 800.586.2988<br>Fax: 626.792.8760<br>Email: <a href="mailto:ann@huntingtoncr.com">ann@huntingtoncr.com</a>                           |
| <b>Kennedy Court Reporters</b><br>MSA 5-12-99-06<br>SB# 23063<br>FEIN# 95-3817218                        | Lori Kennedy          | 920 West 17th Street<br>2nd Floor<br>Santa Ana, CA 92706           | Phone: 800.231.2682 ext 300<br>Fax: 714.835-0641<br>Email: <a href="mailto:lok@kennedycourtreporters.com">lok@kennedycourtreporters.com</a> |
| <b>Northern California Court Reporters</b><br>MSA 5-12-99-07<br>SB# 9006<br>FEIN# 68-0423245             | Lauri Gallagher       | 1325 Howe Avenue<br>Suite 105<br>Sacramento, CA 95825              | Phone: 916.485.4949<br>Fax: 916.485.1323<br>Email: <a href="mailto:lauri@norcalreporters.com">lauri@norcalreporters.com</a>                 |

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

#### E. Contractor Pricing

##### 1) Price Lists

Once a Requesting Agency has identified the service category needed, the district in which the work is to be performed, and the number one ranked contractor for that service, the Requesting Agency should proceed to the appropriate Contractor's price sheets located on the individual contract sites as follows:

| MSA No.                    | Contractor Name                                  |
|----------------------------|--|
| <a href="#">5-12-99-01</a> | California Reporting LLC                         |
| <a href="#">5-12-99-02</a> | Capitol Reporters                                |
| <a href="#">5-12-99-03</a> | Diamond Court Reporters                          |
| <a href="#">5-12-99-04</a> | Foothill Transcription Company                   |
| <a href="#">5-12-99-05</a> | Huntington Court Reporters & Transcription, Inc. |
| <a href="#">5-12-99-06</a> | Kennedy Court Reporters, Inc.                    |
| <a href="#">5-12-99-07</a> | Northern California Court Reporters              |

##### 2) Cancellations

If a service is requested and accepted by a Contractor, then cancelled by the requester, the following rates shall then be paid:

- a. Cancellation more than 24 hours before the proceeding = no charges.
- b. Cancellation less than 24 hours before the proceeding = payment of one-half of the original agreed upon appearance fee.
- c. Failure to cancel before the proceeding = full payment of the original agreed upon appearance fee.

- 3) Appearance Fees are synonymous with "per diem" when referring to the fee paid to the Reporter for the time spent reporting proceedings stenographically. This also refers to the fee paid to the Reporter for appearing at proceedings where no services are rendered because the proceeding does not go forward.

##### 4) Travel Expenses

Mileage, parking and hotel related costs **MUST HAVE PRIOR APPROVAL** by the Requesting Agency pursuant to current State or local agency per diem rules. These expenses must follow the guidelines listed below:

- a. Mileage up to the current State rate may be paid if over 50 miles one-way are traveled, and if it is agreed to by the Requesting Agency prior to travel date and time.
- b. Parking fees, only if accompanied by a receipt, will be paid if agreed to by the Requesting Agency prior to travel date and time.
- c. Hotel fees up to the current State rate (only if accompanied by a receipt) will be paid if agreed to by the Requesting Agency prior to travel date and time.
- d. All of the above noted fees will only be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel. The reimbursement of these costs

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

requires that the Contractor fill out a [State Travel Expense Claim \[TEC\] Form](#) with appropriate receipts affixed for reimbursement.

5) Notary Fees

There are no separate charges for notary fees.

6) Expert Witness

Expert witness fees are not applicable to this MSA.

7) Postage/Handling

Charges for postage and handling are not applicable to this MSA.

## F. Contract Document

Prior to rendering services, a State of California or a local government requesting agency (as applicable) and the Contractor must execute a separate Standard Agreement (STD 213), or the appropriate equivalent contract form for local agencies, that incorporates all of the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA. The duly executed Standard Agreement (STD 213), or the appropriate equivalent contract form for local agencies, is herein referred to as the "Subscription Agreement".

1) Standard Agreement (Std. 213)

A Standard Agreement (Std. 213) must be used by State agencies for Subscription Agreements. A copy is available at the following link:

<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>

Local agencies should use similar language on any form used in conjunction with this MSA.

- 2) The Subscription Agreement shall describe the particular requirements of the Requesting Agency, usually reflected in the detailed Scope of Work and payment provisions. State agencies' Subscription Agreements shall be processed in accordance with State contracting laws, policy, and procedures.
- 3) State Agencies must obtain approval from the DGS Office of Legal Services (OLS) if the Requesting Agency Subscription Agreement amount exceeds \$50,000, unless the State Agency has an OLS Exemption greater than \$50,000. Guidelines for Exemptions are in the State Contracting Manual Volume 1, Sections 4.04 through 4.07.

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

#### **G. Order Initiation**

- 1) State and/or local agencies shall, when possible, provide four (4) calendar days (96 hours) advance notice to the Contractor when requesting reporter services. There may be occasions when a service cannot be determined within the 96-hour period; however, the Contractor shall make every effort to supply a reporter for the services requested.
- 2) The Contractor must be informed that the agency is requesting their services through the use of this MSA. The Requesting Agency must indicate the appropriate MSA number for the Contractor's firm when contacting the Contractor.
- 3) The following information should be given to the Contractor upon ordering services:
  - a. Type of services being requested – indicate specific service category (1-5)
  - b. Level of expertise required
  - c. Date of the hearing or deposition
  - d. Time
  - e. Location
  - f. A caption - case name
  - g. Name of hearing officer, judge, attorneys, or witnesses/speakers (as applicable)
  - h. Number of participants (if known)
  - i. Public notice, unusual terms, any written material received from speakers (as applicable)
  - j. Anticipated duration of hearing or deposition
  - k. Whether or not a transcript is required (if known)
  - l. Number of Days (after hearing/deposition) to deliver final transcripts

#### **H. Order Placement and Execution**

Order placement and contract execution shall be on or before the expiration date of the MSA. All contracts, orders, and the delivery of goods/services requested through this MSA must be completed within 12 months following the expiration of the MSA contract term.

Recordings completed and saved by contractors under an expired contract cannot be transcribed under this contract.

### **3. CONTRACT USAGE RULES**

#### **A. State of California Government Agencies**

##### 1) Adherence to Applicable Laws

Ordering State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchase authority requirements (e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 1 and 2).

##### 2) Purchase Authority

Prior to placing orders against this contract, State agencies must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide MSA. The State agency's current purchasing authority number must be entered in the appropriate location on each purchase document. State agencies that have not been granted purchasing authority by DGS/PD for the use of the State's statewide MSAs may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by email at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

#### 3) Order Limits/Dollar Thresholds

Non-IT subscription agreements may not exceed the maximum order limit stated on page 1. The total contract value shall be based on the cumulative value after including any amendments (i.e., a \$400,000 contract plus a \$100,000 amendment shall be considered a \$500,000 contract). Pursuant to PCC Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading the bidding requirements or to circumvent dollar thresholds is prohibited.

#### 4) Agency Billing Code

State agencies must have a DGS agency billing code prior to placing orders against this contract. Ordering agencies may contact their Purchasing Authority contact or their agency's fiscal office to obtain this information.

#### 5) Agreement Summary (Std. 215)

State agencies using this MSA must complete and retain an Agreement Summary (Std. 215) within their contract file.

The Std. 215 must include written justification that includes specific and detailed factual information that demonstrates how the contract meets one or more of the conditions specified in Government Code § 19130 (b).

#### 6) General Terms and Conditions

Contractors have signed and agreed to the General Terms and Conditions (GTC - 610) which is incorporated within the individual MSA contracts. The GTC-610 is available at: <http://www.dgs.ca.gov/ols>.

#### 7) Contractor Certification Clauses

Contractors have signed and agreed to the Contractor Certification Clauses (CCC - 307) which are incorporated within the individual MSA contracts. The current CCC – 307 language can be viewed at <http://www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols> .

#### 8) Mission Critical Certification

This is to inform Users of this contract that no work will be initiated, nor reviewed and no contracts will be approved by the DGS until the Requesting State Agency completes and submits the certification form available at [www.documents.dgs.ca.gov/pd/delegations/pac021810.pdf](http://www.documents.dgs.ca.gov/pd/delegations/pac021810.pdf)

#### 9) Federal Debarment

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each contractor must provide this documentation upon request.

## **MSA User Instructions**

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

#### **B. Local Governmental Agencies**

1) Authorization to Receive Services

Local governmental use of this MSA is optional. Local government agencies are defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. While the State of California makes this MSA available to local government agencies, each local agency should make its own determination of whether using these competitively bid contracts is consistent with its procurement policies and regulations.

2) Adherence to Contract Provisions

Local government agencies shall have the same rights and privileges as the State under the terms of this MSA. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

#### **C. Problem Resolution/Contractor Performance**

Requesting agencies and/or Contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc. To report Contractor performance issues, ordering agencies should submit a completed Contract/Contractor Evaluation available at <http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf>.

**MSA User Instructions**  
*Certified Shorthand Reporter, Transcription and Other Associated Services*

**4. CONTRACT SCOPE**

**A. Service Categories**

1) Category 1: Certified Shorthand Reporter – Hearings (CSR):

Pursuant to Business and Professions Code Section 8017, the practice of certified shorthand reporting is defined as the making, by means of written symbols or abbreviations by machine shorthand writing, of a verbatim record of any oral court proceeding; court ordered hearing or arbitration; or proceeding before any grand jury, referee, or court commissioner, and the accurate transcription thereof.

Under Category 1, “Hearings” will also mean when a Requesting Agency elects to use a CSR to report official meeting proceedings where a verbatim record is required, but a CSR is not mandatory by law to report proceedings.

A Certified Shorthand Reporter (CSR), using stenographic equipment, reports proceedings held before an arbitrator, administrative law judge (ALJ) and/or other hearing officer (HO). The arbitrator, ALJ or HO presides over these proceedings similar to a judge in the superior court. The CSR reporting any proceeding must have a high level of competence to accurately report multiple voice hearings and official meetings.

2) Category 2: Certified Shorthand Reporter – Depositions (CSR):

Pursuant to Code of Civil Procedure Section 2025.330, et seq., a CSR, licensed by the State of California, reports the examination of a deponent who appears at a specified location for examination pursuant to a Notice of Deposition and/or as stipulated by the parties to a lawsuit.

3) Category 3: Certified Communication Access Real-Time Translation Services

This service is not offered within this MSA.

4) Category 4: Transcription Services

Transcription of audio or video recorded proceedings including, but not limited to: hearings, meetings, interviews, interrogations, witness statements, personal histories, police reports, law enforcement dispatch recordings, surveillance recordings, jailhouse recordings, etc. These proceedings are recorded by the governmental agency and the recording is submitted to the MSA Contractor for transcription. This category has two transcription services sub-categories (sections):

Transcription of Audio/Video Recordings Sections:

- 4.a) All transcription services types (interviews, interrogations, hearings, meetings etc.) except those listed in Section 4.b
- 4.b) Law Enforcement Dispatch, Surveillance and Jailhouse recordings (see following definitions)

Law Enforcement Dispatch Recordings are recordings of actual dispatcher announcements and conversations with law enforcement officers in the field.

Surveillance Recordings are made surreptitiously by law enforcement agents and/or informants.

Jailhouse Recordings are made surreptitiously of inmate’s conversations while in custody and/or recordings made surreptitiously of inmate’s phone conversations while in custody.

## MSA User Instructions

### *Certified Shorthand Reporter, Transcription and Other Associated Services*

Although providing transcription services does not require exam certification, accurate transcription is mandatory. The Contractor will provide the requesting governmental agency with the transcript and attach the Transcriptionist's Certificate that certifies the accuracy of the transcript.

#### 5) Category 5: Certified Electronic Reporter And Transcriber (CERT) Services:

Certified Electronic Reporters and Transcribers are certified by the American Association of Electronic Recorders and Transcribers (AAERT). This category has three basic certification designations: 1) Certified Electronic Reporter (CER); 2) Certified Electronic Transcriber (CET); and 3) Certified Electronic Reporter and Transcriber (CERT). A CERT certification is automatically awarded upon earning both the CER and CET certifications.

The CER/CERT uses individual microphones to record a proceeding electronically with either a digital audio recorder (if they have a digital certification) or an analog recorder (if they have analog certification). The CER/CERT will keep a running log of speaker identifications and key words for instant playback of the audio, when needed. After the proceeding is concluded, the CER/CERT can provide the client with the audio on a CD-ROM. If a transcript is required, a CERT will create a transcript with a certification page, or upload the audio to a File Transfer Protocol (FTP) site and send to a CET for immediate transcription, including a certification page.

Under Category 5, agencies can request a CER/CERT to record any proceeding that requires a verbatim record and does not require by law a CSR to report the verbatim record (See Category 1).

#### **B. Requirements, Terms, and Conditions**

Requesting Agencies should refer to individual contract documents for requirements, terms, and conditions for each contract.

| <b>Contract No.</b>        | <b>Contractor Name</b>                           |
|----------------------------|--|
| <a href="#">5-12-99-01</a> | California Reporting LLC                         |
| <a href="#">5-12-99-02</a> | Capitol Reporters                                |
| <a href="#">5-12-99-03</a> | Diamond Court Reporters                          |
| <a href="#">5-12-99-04</a> | Foothill Transcription Company                   |
| <a href="#">5-12-99-05</a> | Huntington Court Reporters & Transcription, Inc. |
| <a href="#">5-12-99-06</a> | Kennedy Court Reporters, Inc.                    |
| <a href="#">5-12-99-07</a> | Northern California Court Reporters              |