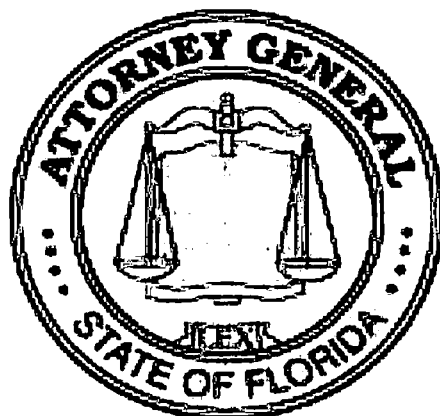


**CONTRACT FOR
COURT REPORTING SERVICES**



**BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL
AND
PHIPPS REPORTING, INC.**

CONTRACT #K04783

This Contract is between the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and Phipps Reporting, Inc., 1551 Forum Place, Suite 200E, West Palm Beach, Florida 33401 (Contractor), and jointly referred to as “the parties”.

The Contractor responded to the OAG’s RFP DLA 2020.03, Court Reporting Services (“the RFP”). The parties enter into this Contract in accordance with the terms and conditions of the solicitation.

The parties agree as follows:

1. SCOPE OF WORK

The Contractor will perform the services explained in detail in Attachment A to this Contract, hereby incorporated by reference, Attachment A reflects the SCOPE OF WORK, Section 4 of the RFP. The General Contract Terms from PUR 1000 apply and are hereby incorporated by reference:

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

This contract takes precedent if there is any conflict between the terms of PUR 1000 and this contract.

2. DEFINITIONS

The following definitions apply in addition to the definitions in PUR 1000.

| | |
|-----------------------|---|
| Business Day | Any day between Monday through Friday, inclusive, except for state holidays observed by the OAG or any day state offices are officially closed. |
| Business Hours | 8 a.m. to 5 p.m., Eastern Time on all business days |
| Calendar Day | Any day, including weekends and holiday |
| Circuit | As used in this Contract refers to the 20 judicial circuits specified in section 6 of Art. V., Section § 6 of the Florida Constitution and as further defined in Chapter 26, Florida Statutes. |
| Customer | As used in this Contract refers to “all state agencies” and the Florida Department of Legal Affairs, Office of the Attorney General, as referenced in section 287.059(14), Florida Statutes. |
| Real-Time | Refers to the instant translation of a stenographer’s shorthand into English. Customer’s electronic devices such as laptop computers, tablets or phones, when linked to the reporter’s computer, display the translation directly in front of the Customer on the monitor by means of a specialized software program. |
| State | State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions. |

| | |
|--------------------------------|---|
| Subcontractor | Any firm or person other than an employee of a Respondent who performs any services required by the Contract for compensation, upon OAG approval |
| Traditional | Refers to the traditional method of transcription that memorializes spoken or recorded speech into written form, using shorthand, machine shorthand or voice writing equipment to produce official transcripts. |
| Vendor Bid System (VBS) | The system which allows all state agencies to advertise solicitations on MyFlorida.com, hosted by the Department of Management Services. It also permits registered Vendors to receive automatic email notification of solicitation advertisements, addendums to solicitation, and exceptional purchases. The state of Florida's internet-based vendor information system at: http://vbs.dms.state.fl.us/vbs/main menu |

3. TERM

3.1. Initial Term

The initial term of the Contract will be for four years, and five months. The initial Contract term will begin on January 31, 2020, or on the last date it is signed by all parties, whichever is later and end on June 30, 2024.

3.2 Renewal Term

This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and will be subject to the availability of funds.

3.3 Termination

The following terms apply in addition to the termination provisions in PUR 1000 sections 22 and 23.

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG.

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages.

4. COMPENSATION

4.1 Payment

This is a fixed price, fixed fee and unit cost contract. The Customer will pay the Contractor based on the amounts agreed to in **Attachment B, Price/Rate Sheet** submitted by the Contractor in response to the RFP, which attached to and made a part of this Contract. The total contract amount and the amounts, the unit of service as related to the deliverables, and timing of the payments is specified in this contract, **4.3 Invoices.**

4.2 Advance Payment

No advance payments are permitted under this contract.

4.3 Invoices

The Contractor must submit a properly completed invoice to the Customer within 30 calendar days from the date the transcript or related items are delivered to the Customer. Invoices will be submitted in the format specified in the RFP.

4.4 Bills for Travel

Bills for travel expenses are not permitted under the terms of this contract, unless otherwise specified in the solicitation document.

4.5 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration.

4.6 Appropriations

The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

4.7 Corrective Action Plan (CAP)

Using this Contract as the basis, the OAG, at its sole discretion, is authorized to identify contracted deficiencies within the Contractor's performance and request a proposed Corrective Action Plan (CAP) to correct the deficiencies.

4.8 Deliverables, Tasks, Performance Measures and Financial Consequences

Pursuant to section 287.058, this Contract must be divided into "quantifiable, measurable, and verifiable units of deliverables that must be received and accepted

in writing by the contract manager before payment. Each deliverable must be directly related to the scope of work," which will clearly establish the tasks that are required to be performed.

The contract also must contain performance measures which specify the required minimum level of acceptable service to be performed and financial consequences that will apply if the Contractor fails to perform in accordance with the stated performance measures. The performance measures and financial consequences are based on deliverables, and the tasks that made up the deliverables. Financial consequences will be a stated reduction for failure to meet the required performance measure, which will be assessed on invoiced amounts.

The Deliverables, Tasks, Performance Measures and Financial Consequences specific to this contract are set forth in Attachment A.

5. INDEMNIFICATION

This provision takes precedence over General Condition #19 in PUR 1000. General Condition #20, Limitation of Liability in PUR 1000 is specifically rejected.

- 5.1 Contractor is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
- 5.2 Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section 5, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6. CONTRACT DOCUMENT

This Contract constitutes the entire understanding of the parties and consists of the documents listed. In the event there is a conflict between these documents, the conflict will be resolved in the following order of priority:

- a. This Contract
- b. Scope of Work (**Attachment A**)
- c. Price/Rate Sheet (**Attachment B**)
- d. RFP DLA 2020.03, Court Reporting Services
- e. General Contract Conditions - PUR 1000(10/06), which is incorporated by reference, and available at <http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG's Contract Administrator is responsible for all aspects of contract administration including but not limited to: creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the OAG's contract tracking system (CTRS). As of the effective date of the Contract, the Contract Administrator is:

Tina Vaughan
Bureau of General Services
Office of Administrative Services
Florida OAG of Legal Affairs
Physical Address: 107 West Gaines Street Tallahassee, FL 32301
Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050
Phone: 850-414-3925
Email: tina.vaughan@myfloridalegal.com

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG's Contract Manager is responsible for all aspects of contract management including but not limited to: managing the receipt, certification, and payment of commodities and contractual services; monitoring and evaluating contractor performance and end user satisfaction; serving as the point of contact for the OAG and contractor; and maintaining a contract management file. As of the effective date of the Contract, the Contract Manager is:

Tina Vaughan/Sr. Management Analyst I
Physical Address: 107 West Gaines Street Tallahassee, FL 32301
Mailing Address: PL-01 The Capitol Tallahassee FL 32399-1050
Phone: 850-414-3925
Email: tina.vaughan@myfloridalegal.com

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3. Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether or not the Contractor is the Contractor of said commodities and services or any component thereof. The OAG will consider the Contractor's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

**Christine Phipps
President**

Address: 1551 Forum Place, Suite 200E, West Palm Beach, FL 33401

Phone: 888-811-3408

Email: christine@phippsreporting.com

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. COMPLIANCE WITH LAWS

8.1 Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. Any, and all litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

8.2 Compliance

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

8.3 Licenses and Permits

The Contractor is responsible for obtaining all necessary licenses and permits required to perform the services specified in this contract and will bear all costs

related to any licenses or permits

8.4 Notice of Legal Actions

The Contractor will notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The Contractor will notify the OAG of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 calendar days of the action being filed. Failure to notify the OAG of a legal action within 30 calendar days of the action will be grounds for termination or nonrenewal of the Contract.

8.5 Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list or the discriminatory vendor list.

8.5.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

8.5.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

9. LIABILITY AND WORKER'S COMPENSATION INSURANCE

This provision replaces General Contract Condition # 35, of PUR 1000.

Upon execution of this contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by Contractor do not limit Contractor's liability and obligations under this contract. Upon the execution of this contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in Attachment A (Scope of Work).

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

10. PUBLIC RECORDS

10.1 Public Records Requests

Pursuant to section 119.0701, Florida Statutes, the Contractor will comply with public records laws, and specifically will:

- 10.1.1** Keep and maintain public records required by the OAG to perform all services required by this Contract.
- 10.1.2** Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 10.1.3** Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the OAG.
- 10.1.4** Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible

with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.

- 10.1.5** If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

10.2 Failure to Comply with Public Records Law

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. exempt or confidential and exempt from public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

10.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

10.4 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information. The Contractor must comply with the **Scope of Work, Attachment A**. Maintaining confidentiality and security of information which is in possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the

confidentiality and security required by the **Scope of Work, Attachment A** will result in termination of this contract for cause.

11. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in the Statement of Work.**

12. DATA MANAGEMENT

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG's contract manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

12.1 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

12.2 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Project will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

12.3 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software,

templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 13.3, consistent with the requirements of Section 287.0571(5)(k), Florida Statutes., which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply.

13. E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to the Office of the Governor Executive Order Number 11-116, Contractors will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the contract term and include in any subcontracts an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

The OAG may request documentation of compliance with this provision at any time during the Contract term.

14. GEOGRAPHIC LOCATION OF DATA SERVICES

The state of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

15. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

16. GIFTS

The Contractor agrees that it will not offer to give or give any gift to any state of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

17. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-3431.

18. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

19. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's (and any subcontractors') data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

20. PREFERRED PRICE AFFIDAVIT OR PROOF OF SERVICE FORM REQUIREMENT

During the contract term, if the OAG becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the contract, but upon the same or similar terms of the contract, then at the discretion of the OAG the

price under the contract will be immediately reduced to the lower price, per Section 4(b) of PUR 1000, (10/06), Florida Administrative Code Rule 60A-1.002., State Purchasing Forms. The Contractor will submit to the OAG from an authorized representative, at least annually, attesting that the Contractor is in compliance with the Best Pricing Offer provision.

21. INDEPENDENT CAPACITY OF THE CONTRACTOR

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

Except where Contractor's a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the OAG in this Contract, the OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

22. PRESERVATION OF REMEDIES

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

23. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

24. HIPAA COMPLIANCE

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information (PHI) is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

25. DELEGATION OF OBLIGATIONS UNDER THE CONTRACT

25.1 Subcontractors

The Contractor may use subcontractors for the provision of services specified under this contract with the prior written approval of the OAG. The Contractor will be responsible for its subcontractors' work under the contract, including consequences which result from the subcontractor's non-performance. Nothing in this Contract grants any rights or remedies to any person other than the Contractor and OAG. Nothing in this contract creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

25.2 Assignment

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the OAG. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the OAG expressly waives such secondary liability. The OAG may assign the Contract with prior written notice to Contractor.

26. DIVERSITY AND DIVERSITY REPORTING

26.1. Diversity

It is the policy of the state of Florida that minority business enterprises, women-owned business enterprises, and service-disabled veteran business enterprises (as those terms are defined in Florida Statutes), have the maximum practicable opportunity to participate in performing contracts let by any state agency. The Contractor will emulate this policy to the fullest extent possible, consistent with ensuring its efficient contract performance, by reasonably considering such business enterprises as subcontractors for the services rendered under this contract. Contractor will comply with all controlling applicable law respecting the participation of such business enterprises in the provision of the services and to reasonably cooperate in any studies or surveys

as may be conducted by the State to determine the extent of the Contractor's compliance with this section.

26.2 Diversity Reporting

Upon request, the Contractor will report to the OAG, spending with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

27. SECURITY

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

Maintaining security is a material portion of this Contract and failure to maintain these standards may result in the consequences for non-performance described in Section 4.8 of the contract, including, but not limited to indemnification of the state from any liability caused by the breach.

SO AGREED by the parties' authorized representatives on the dates noted below:

CONTRACTOR

Christine Phipps

Phipps Reporting, Inc

Date: 1/28/2020

Christine Phipps

Printed Name

90-0628164

FEIN Number

DEPARTMENT OF LEGAL AFFAIRS

John Guard

John Guard
Deputy Attorney General

Date: 2/3/2020

**ATTACHMENT A
SCOPE OF WORK
COURT REPORTER SERVICES
CONTRACT K04783**

A. Deliverables

1. General Requirements

The Contractor will provide Reporting Services on a scheduled and unscheduled basis in Circuit 3. These services may be subcontracted with prior approval by the OAG as specified herein. The Contractor is responsible for delivery of services in the manner specified in this Contract, including ensuring its subcontractors adhere to the Contract terms.

Employing Customers will request services directly from the Contractor.

| Job Request Received | Time to Respond |
|---|--|
| Scheduled job with at least five working days' notice | Contractor will have 24 hours to accept or decline |
| Unscheduled job with three or four working days' notice | Contractor will have eight hours to accept or decline |
| Unscheduled job with two working days' notice | Contractor will have four hours to accept or decline. If the four hours extend beyond 5:00 p.m. Eastern Time on the day of request, the Contractor must respond by 5:00 p.m. Eastern Time. |
| Unscheduled job with 24 hours' notice | Contractor will have up to two hours to accept or decline. Answer period will not extend beyond 5:00 p.m. Eastern Time. |

2. Court Reporter Services

The Contractor will ensure that its Court Reporters (which as used throughout this Contract includes subcontracted Court Reporters) comply with the following minimum requirements:

- a. Court Reporters will arrive a minimum of 15 minutes prior to the start of a job.
- b. Court Reporters will disclose to all parties present at a proceeding the existence of any direct or indirect contractual relationship they may have with any attorney or party to that proceeding.

- c. Court Reporters will not, in act or by appearance, indicate that they are participating as part of an advocacy support team for any of the parties.
- d. Only the OAG or the Customer can cancel an appearance. The Contractor or Court Reporters will not unilaterally cancel an appearance even if the Court Reporter is unable to confirm or verify a scheduled job. Anytime the Court Reporter is unable to confirm or verify a scheduled job, the Contractor will notify the OAG or the Customer two days prior to scheduled date by emailing the Customer.
- e. The Real-Time Reporter or Real-Time Voice Recognition Reporter used by the Contractor or its subcontractor will possess software and equipment sufficient to meet the requirements of ADA. For assignments where there is a hearing-impaired individual, the use of Communication Access Real-Time Translation (CART) is acceptable.
- f. Tape recording is strictly prohibited as a primary source of reporting. If an audio tape is used for backup purposes, a copy of the audio tape may be requested by the OAG or the Customer at no charge with a transcript order. Stenomask reporting is allowed under the Contract.

3. Court Reporter Qualifications

The below listed documentation is required for all Court Reporters working on this contract. Documentation will be updated with the Contract Manager. Any new Court Reporters hired will be approved by the Contract Manager before working on this contract.

- a. Documentation that demonstrates that they are a notary (current notary stamp or print of state of Florida Commission detail). Commission must be current.
- b. A resume verifying no less than four consecutive years of prior court reporting experience prior to the Contract execution date. Employment experience must be specified for each Court Reporter. No collective number of years will be accepted.
- c. Documentation of completion of a formal Court Reporter Program. Documentation of Continuing Education Credits will also be accepted.

Additionally, at least one of the Contractor's Court Reporters must be an experienced Certified Real-Time Reporter (CRR). Documentation of the certificate of certification for Certified Real-Time Reporter is required by execution of the contract and this requirement must be met throughout the term of the Contract.

4. General Conditions

- a. If the Contractor is unable to accept the job, the OAG or the employing Customer may then contact another Court Reporting Service.
- b. If during the term of the Contract, the Contractor adds reporters or associates who were not originally approved at the time the Contract was executed (or as in the RFP Proposal), those reporters or associates are not eligible for court reporting jobs under the Contract until the required documents listed in Section 3 above, are submitted to the Contract Manager for approval.
- c. The Contractor will provide services to the OAG or employing Customer for all jobs offered, including nights, weekends and holidays at the rates specified in this Contract. The Contractor will make a reasonable effort to accept the scheduled job offered. In the event of unforeseen circumstances, the Contractor will make every effort to provide services.
- d. When a state agency is a party to a proceeding, but not the employing agency or Customer, the Contractor will provide the state agency services at the contract rates for that circuit.
- e. When a 24 or 72 hour expedited delivery (includes weekend and holidays) is requested by the OAG or employing Customer, Contractor will ensure the Customer has possession of the transcripts before the expedited time expires.
- f. Contractor will ensure that its Court Reporters adhere to Supreme Court Administrative Order 10-1 establishes the Florida Court Reporting Standards and Best Practices.
- g. The Contractor will ensure that its Court Reporters are familiar with and adhere to the Florida Rules of Judicial Administration, Court Reporting Standards and Best Practices, which are incorporated by reference and further define the requirements for the services herein.
- h. The Contractor will immediately report to the OAG or employing Customer if a Court Reporter is unable or unwilling to provide transcripts due to illness, accident or employment problems. The Contractor is liable for all transcripts, notes, tapes and exhibits. If the Contractor is unable to produce the transcripts, the Contractor will pay all costs involved to satisfy the OAG or employing Customer. This includes, but is not limited to, mileage, overnight accommodations, witness fees, transcripts and any other costs associated with reproducing the record.
- i. The Contractor will provide documentation on their procedure for ensuring Court Reporters are current with their notary commission and continuing

education credits to the Contract Manager at the time of execution and update as necessary during the Contract term.

5. Transcript Requirements

- a. All transcripts will be certified and meet all page standards defined in Rule 2.535, Florida Rules of Judicial Administration.
- b. Information regarding appearances and witnesses will be combined on as few pages as possible and not on separate pages.
- c. Contractor will ensure that the court reporter will make every effort to reduce and minimize the pages prepared within the boundaries of the Florida Rules of Judicial Administration.
- d. Transcripts must be bound with a cover and not affixed with staples.

B. Fees and Method of Payment

1. Fees

The following fee requirements are applicable to the provision of the services:

- a. For all services, the first hour appearance fee will be paid in full, by the OAG or employing Customer, regardless of type job. Each hour after the first hour will be billed, compensated and rounded to the nearest quarter hour, except for half or full day charges.
- b. Cancellation of appearance by the OAG or employing Customer without a minimum of four hours' notice prior to the scheduled time, will result in the OAG or employing Customer being charged the first hour appearance fee.
- c. Appearance fees will not be paid for travel time or breaks (including meal breaks).
- d. Any break, while providing Court Reporting services, does not restart calculation for appearance fees. The first hour back from any break is not considered a first hour for billing purposes. If the OAG or employing Customer schedules multiple jobs at the same location for one day, the start of each job does not constitute a first hour unless the break between jobs is one hour or more. Then the next job will be charged at the first hour fee.
- e. Mileage may be paid in accordance with section 112.061, Florida Statutes for services performed more than 25 miles from the Contractor's physical office location. No mileage will be paid for services performed at the physical office

or within 25 miles from the physical office.

- f. Postage charges for hard copy transcripts delivered to the OAG or employing Customer will be supported by appropriate invoices, receipts or affidavit and may be invoiced for reimbursed at cost. The Contractor will use mailing services that uses tracking systems. Express services will only be used if requested, in writing, by the OAG or employing Customer.
- g. No excerpt surcharges will be allowed.
- h. Increases: For the term of the Contract, agreed increases will be applied in the increments listed on Attachment C of the RFP, Court Reporting Price Rate Increase, beginning in the second year of the Contract. The calculations for the second year of the Contract will use the prices listed on Attachment B, Price Sheet. Calculations for third through fifth years will be calculated on the previous year's prices. The Contract Manager will post the updated price sheets prior to the beginning of each fiscal year on the DMS State Contract site.

2. Method of Payment and Invoice Requirements

- a. The Contractor will adhere to the unit prices and fees specified in Attachment B, Price Sheet.
- b. The Contractor will submit invoices in detail sufficient for a proper pre-audit and post-audit. The Contractor may be required to furnish additional documentation by the OAG or employing Customer before an invoice is approved for payment.
- c. Invoices at a minimum must include the following:
 - 1. Applicable case name and case number;
 - 2. Individual assigned Contract "K" number;
 - 3. Applicable date of service;
 - 4. Time proceeding commenced and adjourned, hourly fee and cost due;
 - 5. Number of original transcript pages with included copy, amount per page and cost due. Any additional copies are to be identified as a separate line with number of pages, amount per page and cost due;
 - 6. Customer's agency name and Customer's attorney's name and
 - 7. Circuit number where services were performed
- d. All invoices are to be submitted to the OAG or employing Customer by the Contractor. **All Subcontractor invoices must be submitted by the Contractor and not directly to the OAG or employing Customer. Invoices submitted directly to the OAG or employing Customer by a Subcontractor will be rejected.**

C. Performance Measures and Financial Consequences

1. Performance Measures

Deliverables must be met at the following minimum level of performance:

- a. The Contractor must respond to all requests for scheduling requests for both scheduled and unscheduled jobs, in the time and manner specified in Section A, 1 **General Requirements**.
- b. The Contractor will ensure that assigned reporters arrive a minimum of 15 minutes prior to start of job, Section A, 2 **Court Reporting Services**.
- c. The Contractor will ensure that its Court Reporters will comply with the requirements of Section A, 2 **Court Reporter Services**.
- d. The Contractor will provide all documentation of qualifications for its Court Reporters as specified in Section A, 3 **Court Reporter Qualifications** throughout the term of the Contract.
- e. The Contractor will ensure that its Court Reporters comply with the requirements of Section A, 4 **General Conditions** in the performance of this Contract.
- f. The Contractor will ensure that transcripts are delivered in the time specified in the contract, including Attachment B, and the manner specified in Section A, 5 **Transcripts Requirements**.

2. Financial Consequences

Failure to perform as specified will result in the assessment of the below consequences. Financial Consequences will be assessed a reduction on the invoice for the service being billed.

- a. Failure to respond to requests for scheduling as specified will result in a reduction of 10 percent for each instance of non-compliance.
- b. Failure of an assigned Court Reporter to arrive a minimum of 15 minutes prior to the start of a job will result in a reduction of 15 percent of the applicable hourly rate for that job.
- c. Failure of the Court Reporters to comply with the requirements of Section A, 2 **Court Reporting Services** will result in a reduction of 15 percent.
- d. Failure to provide all documentation of qualifications for its Court

Reporters as specified will result in a reduction of \$50.00 for each instance that required documentation is not provided prior to a Court Reporter providing services under this Contract.

- e. Failure of a Court Reporter to comply with the requirements of Section A, 4, **General Conditions**, in the performance of this Contract, will result in a reduction of \$50.00 for each instance the Court Reporter fails to comply.
- f. Failure to provide a transcript on time and in the manner specified in Section A, 5 **Transcripts Requirements**, will result in a reduction of 20 percent per page for the first 30 days after the specified due date. A further reduction of 40 percent per page will be assessed for transcripts more than 30 days beyond the specified due date.
- g. Failure to provide optional services as specified will result in a reduction of 20 percent per page items or a reduction of 15 percent of hourly rate services as specified in Attachment B, **Price/Rate Sheets**.

**ATTACHMENT B
PRICE SHEET
COURT REPORTER SERVICES
DEPARTMENT OF LEGAL AFFAIRS**

Respondent's Name: Phipps Reporting **Circuit #** 3

| | TRADITIONAL UNIT PRICE | | REAL-TIME UNIT PRICE | |
|--|------------------------|-----------------|----------------------|-----------------|
| | Weekday | Weekend/Holiday | Weekday | Weekend/Holiday |
| DEPOSITIONS | | | | |
| Appearance Fee | | | | |
| First hour: Any portion. | \$145 | \$290 | \$145 | \$290 |
| Each hour after first hour: Any portion, or after any 4-hour period. | \$75 | \$150 | \$75 | \$150 |
| One or more court hearings scheduled back to back, first hour | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| One or more court hearings scheduled back to back, additional ¼ hour | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | |
| COURT HEARINGS/TRIALS/DOAH HEARINGS | | | | |
| | | | | |
| Appearance Fee | | | | |
| First hour: Any portion. | \$155 | \$260 | \$155 | \$260 |
| Each hour after first hour: Any portion, or after any 4-hour period. | \$95 | \$145 | \$95 | \$145 |
| Half day: Any 4-hour period. | \$350 | \$700 | \$350 | \$700 |
| Full day: Any 8-hour period. | \$700 | \$1400 | \$700 | \$1400 |
| Overtime: After 5:00 PM. | \$95 | \$175 | \$95 | \$175 |
| One or more court hearings scheduled back to back, first hour | \$155 | \$200 | \$155 | \$200 |
| One or more court hearings scheduled back to back, additional ¼ hour | \$65 | \$75 | \$65 | \$75 |
| | | | | |
| BOARD AND PUBLIC MEETINGS | | | | |
| | | | | |
| Appearance Fee | | | | |
| First hour: Any portion. | \$200 | \$350 | \$200 | \$350 |

| | | | | |
|--|--------|--------|--------|--------|
| Each hour after first hour: Any portion, or after any 4-hour period. | \$200 | \$350 | \$200 | \$350 |
| Half day: Any 4-hour period. | \$800 | \$1600 | \$800 | \$1600 |
| Full day: Any 8-hour period. | \$1600 | \$3200 | \$1600 | \$3200 |
| Overtime: After 5:00 P.M. | \$275 | \$400 | \$275 | \$400 |
| One or more court hearings scheduled back to back, first hour | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| One or more court hearings scheduled back to back, additional ¼ hour | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

**PRICE SHEET
COURT REPORTING SERVICES
DEPARTMENT OF LEGAL AFFAIRS**

Respondent's Name: Phipps Reporting **Circuit #** 3

| TRANSCRIPTS | Depo Unit Price per Page | | Court Room Unit Price per Page | | Board Meeting Unit Price per Page | |
|---|--------------------------|-----------|--------------------------------|-----------|-----------------------------------|-----------|
| | Traditional | Real-Time | Traditional | Real-Time | Traditional | Real-Time |
| All pricing includes the original and one copy. | | | | | | |
| 24-hour delivery (State holidays and weekends included) | \$10.71 | \$13.71 | \$12.50 | \$15.50 | \$17.85 | \$20.85 |
| 72-hour delivery (State holidays and weekends included) | \$8.67 | \$11.67 | \$10.12 | \$13.12 | \$14.45 | \$17.45 |
| 4 to 5 working day delivery (State holidays and weekends included) | \$7.65 | \$10.65 | \$8.93 | \$11.93 | \$12.75 | \$15.75 |
| 10 working day delivery (State holidays and weekends included) | \$5.10 | \$8.10 | \$5.95 | \$8.95 | \$8.50 | \$11.50 |
| Additional copies (paper) | \$3.50 | \$6.50 | \$3.50 | \$6.50 | \$3.60 | \$6.60 |
| Additional copies (electronic: email) | \$3.50 | \$6.50 | \$3.50 | \$6.50 | \$3.60 | \$6.60 |
| Additional copies (electronic: email) CD, Flash Drive, or other as requested.) | \$3.50 | \$6.50 | \$3.50 | \$6.50 | \$3.60 | \$6.60 |

**PRICE SHEET
COURT REPORTING SERVICES
DEPARTMENT OF LEGAL AFFAIRS**

Respondent's Name: Phipps Reporting Circuit # 3

| OPTIONAL SERVICES | | |
|---|--------|---|
| Exhibits (black and white) | \$0.50 | Per Page |
| Exhibits (color) | \$1 | Per Page |
| Exhibits on Disc | \$15 | Per Disc |
| Telephone Reporting | \$8.50 | Per Page |
| Telephone Reporting | \$95 | Per Hour |
| Key Word Indexing | \$0.10 | Per Word |
| Transcription from Tapes | \$95 | Per Hour |
| Transcription from Tapes | \$8.50 | Per Page |
| Digital Transcription | \$95 | Per Hour |
| Digital Transcription | \$8.50 | Per Page |
| Video Services | \$300 | 1st Hour |
| Video Services | \$125 | Each Additional Hour |
| Video Services | \$350 | Overtime/Holidays/Weekends/1st Hour |
| Video Services | \$175 | Overtime/Holidays/Weekends/After 1st Hour |
| Video Services - Court Playback with Tech & Equipment | \$450 | Per Hour |
| Video Services - Court Playback with Tech & Equipment | \$450 | Each Additional Hour |
| Video Services (MPEG/MPEG2) | \$65 | Per Hour |
| Video Services - Video Synchronized to Transcripts | \$100 | Per Hour |
| Video Services - Video Clips for Trial Presentation | \$105 | Per Hour |
| Video Conferencing | \$175 | Per Hour |
| Video Conferencing | \$0.00 | Setup Fee |
| Mobile Video Conferencing | \$175 | Per Hour |
| Mobile Video Conferencing | \$0.00 | Setup Fee |
| Video Conferencing (Bridge Service) | \$100 | Per Hour |
| Video Conferencing (Bridge Service) | \$0.00 | Setup Fee |

To request Services

Telephone Number 888-811-3408

Email scheduling@phippsreporting.com