



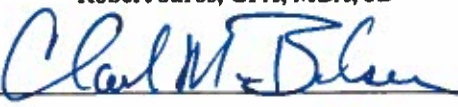
# STATE OF COLORADO PARTICIPATING ADDENDUM AMENDMENT #1

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Personnel and Administration, State Purchasing and Contracts Office	<b>Original Contract Number</b> 104169 / 20180000000000000007
<b>Contractor</b> Transcription Outsourcing, LLC	<b>Amendment Contract Number</b> 108906
	<b>Amendment Performance Beginning Date</b> The later of the Amendment Effective Date or April 2, 2018
	<b>Contract Expiration Date</b> NASPO ValuePoint Master Agreement No. 170007304

### THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;"><b>CONTRACTOR</b> Transcription Outsourcing, LLC</p> <div style="text-align: center; margin-top: 20px;">                   _____                  By: Ben Walker, CEO             </div> <div style="text-align: center; margin-top: 10px;">                 Date: <u>March 30<sup>th</sup>, 2018</u> </div>	<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Personnel and Administration, State Purchasing and Contracts Office June Taylor, Executive Director</p> <div style="text-align: center; margin-top: 20px;">                   _____                  By: Cindy Lombardi, Chief Procurement Officer, or John Chapman, State Purchasing Manager             </div> <div style="text-align: center; margin-top: 10px;">                 Date: <u>4/10/18</u> </div>
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.	
<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <div style="margin-top: 10px;">                 By:                   _____             </div> <div style="margin-top: 10px;">                 Amendment Effective Date: <u>4/10/18</u> </div>	



**1. PARTIES**

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

**2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

**B. Amendment Term**

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

**4. PURPOSE**

This amendment is to replace Exhibit B with Exhibit B(1).

**5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

**A.** Commencing on the Amendment Performance Beginning Date the Exhibit B(1) services and price list shall be in effect. All references to Exhibit B shall also reference Exhibit B(1).

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.



## **PARTICIPATING ADDENDUM EXHIBIT B(1), SERVICES AND PRICE LIST**

1. The Contractor shall provide transcription services as detailed in this scope of work.
2. The Contractor shall have the capability of providing audio to text and video to text.
3. All transcriptions must be reviewed, proofread, spell-checked, demographically checked, and correctly formatted.
4. The Contractor will use a secure file transfer protocol (SFTP) or equivalent website for use in transferring documents to and from the Purchasing Entity.
5. Upon receipt of an electronic transcript request from the Purchasing Entity, the Contractor shall download the digital recording from the SFTP site. Purchasing Entity may submit audio recordings by audio cassette, CD, or other physical format. The Contractor is responsible for retrieving and returning audio cassette, CD, or other physical format submitted. The Contractor shall be responsible for all costs associated with shipping.
6. The Purchasing Entity shall be given the opportunity to review, approve and accept all work ordered and received by the Purchasing Entity. All materials for review shall be delivered to the Purchasing Entity via the Contractor's SFTP site, or other agreed upon delivery method. If corrections are needed, the Contractor shall submit the corrections within 24 hours of notification from the Purchasing Entity. Corrections shall be made at no additional charge.
  - A. Contractor shall maintain legal transcriptionists with certifications as listed in Exhibit C. Contractor must maintain a 90% accuracy rate. If over ten percent (10%) of total monthly transcriptions for any Purchasing Entity requires retypes or corrections, the Primary Contact for the State as listed in Section 5 of the Participating Addendum shall work with the Contractor on a resolution and take any necessary measures allowed to resolve the situation.
7. Deliverable deadlines shall be agreed upon by Purchasing Entity and Contractor prior to order placement.
8. The Contractor shall maintain an electronic library of all transcriptions for audit purposes for one year from date of acceptance.
  - A. The Contractor shall log all transcriptions. The specific data to be logged will be determined by the Purchasing Entity.
  - B. The Contractor shall have the capability to generate reports from the log as requested by the Purchasing Entity. Reports shall be delivered to Purchasing Entity via the SFTP site or email as requested by the Purchasing Entity.
9. The Contractor must comply with all provisions of any legislative changes or administrative rule changes enacted or adopted during the term of the contract at no cost to the State of Colorado or Purchasing Entity.
10. The Contractor shall be held responsible for the security of its premises and assumes all risk.
11. The Contractor acquires no title or rights to any of the data it receives and transcribes for the Purchasing Entity.
12. The Contractor shall provide a method for recording dictation 24 hours a day, 365 days a year.
  - A. Dictation method may include a toll-free telephone number dedicated to each Purchasing Entity, hand-held dictation device, PC microphone, or other approved method. The Contractor must provide

a mechanism to give priority to records that are needed immediately (i.e., a dedicated line).

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

#### **MEDICAL TRANSCRIPTION SERVICES**

20. The Contractor must provide medical transcription services, and otherwise do all things necessary for or incidental to the performance of work as set forth below.
21. The format shall be specified by the Purchasing Entity.
22. The SFTP site used to transmit transcriptions must conform to current laws in the participating state and federal privacy laws including the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the Confidentiality of Alcohol and Substance Abuse Patient Records as regulated at 42 CFR Part 2.

23. The Contractor shall destroy medical transcriptions in compliance with the State of Colorado laws and federal privacy laws related to the destruction of protected health information (PHI) and other data.
24. The Contractor shall not duplicate, share, disclose, use, or disseminate PHI or other data it receives and transcribes, with any third party, without written permission of the Purchasing Entity.
25. The Contractor shall require its employees and agents to report any suspected unauthorized use or disclosure of PHI or other data as soon as becoming aware.
26. The transcriptionists must be familiar with medical terminology and preferably be certified medical transcriptionists. At minimum, transcriptionists need to have thorough knowledge of healthcare terminology including abbreviations, anatomy and medications.
27. All transcribed documents should meet Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Association for Healthcare Documentation Integrity (AHDI) industry standards.

### **LEGAL TRANSCRIPTION SERVICES**

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

Service Type	Line Count/ Per Page/Per Minute	<1-day	1-day	2-days	3-day	4-day	5-day	6-days or >
General Transcription	550	\$0.130	\$0.120	\$0.110	\$0.100	\$0.090	\$0.085	\$0.080
General Transcription	Per Page	\$3.250	\$3.000	\$2.750	\$2.500	\$2.250	\$2.125	\$2.000
General Transcription	Per Minute	\$3.000	\$2.750	\$2.500	\$2.250	\$2.000	\$1.750	\$1.500
Court/Legal Transcription	550	\$0.130	\$0.120	\$0.110	\$0.100	\$0.090	\$0.085	\$0.080
Court/Legal Transcription	Per Page	\$3.250	\$3.000	\$2.750	\$2.500	\$2.250	\$2.125	\$2.000
Court/Legal Transcription	Per Minute	\$3.000	\$2.750	\$2.500	\$2.250	\$2.000	\$1.750	\$1.500
Medical Transcription	550	\$0.140	\$0.140	\$0.120	\$0.100	\$0.100	\$0.100	\$0.100
Medical Transcription	Per Page	\$3.500	\$3.500	\$3.000	\$2.500	\$2.500	\$2.500	\$2.500
Medical Transcription	Per Minute							
	Total		\$220.00	\$187.00	\$165.00	\$154.00	\$148.50	\$143.00

Standard line (65 characters including spaces)



Additional Transcription Service Charges	Line Count/Per Page/Per Minute	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or >							
Audio Time Coding	550	\$0.015	\$8.25	\$0.013	\$7.15	\$0.011	\$6.05	\$0.009	\$4.95	\$0.007	\$3.85	\$0.006	\$3.30	\$0.005	\$2.75
Audio Time Coding	Per Page	\$0.375		\$0.275		\$0.175		\$0.150		\$0.125		\$0.100		\$0.075	
Audio Time Coding	Per Minute	\$0.500		\$0.400		\$0.300		\$0.250		\$0.200		\$0.150		\$0.125	
Burnt-in Timecode.	550	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Burnt-in Timecode.	Per Page	\$-													
Burnt-in Timecode.	Per Minute	\$-													
Speaker Tracking	550	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Speaker Tracking	Per Page	\$-													
Speaker Tracking	Per Minute	\$-													
Multiple Speakers	550	\$0.063	\$34.65	\$0.048	\$26.40	\$0.040	\$22.00	\$0.032	\$17.60	\$0.024	\$13.20	\$0.016	\$8.80	\$0.008	\$4.40
Multiple Speakers	Per Page	\$1.575		\$1.200		\$1.000		\$0.800		\$0.600		\$0.500		\$0.400	
Multiple Speakers	Per Minute	\$2.000		\$1.000		\$0.500		\$0.500		\$0.500		\$0.500		\$0.250	
Non-American Accent	550	\$0.032	\$17.60	\$0.024	\$13.20	\$0.020	\$11.00	\$0.016	\$8.80	\$0.012	\$6.60	\$0.008	\$4.40	\$0.004	\$2.20
Non-American Accent	Per Page	\$0.800		\$0.600		\$0.500		\$0.400		\$0.300		\$0.250		\$0.200	
Non-American Accent	Per Minute	\$1.000		\$0.750		\$0.750		\$0.500		\$0.500		\$0.250		\$0.250	
Noisy Background	550	\$0.032	\$17.60	\$0.024	\$13.20	\$0.020	\$11.00	\$0.016	\$8.80	\$0.012	\$6.60	\$0.008	\$4.40	\$0.004	\$2.20
Noisy Background	Per Page	\$0.800		\$0.600		\$0.500		\$0.400		\$0.300		\$0.250		\$0.200	
Noisy Background	Per Minute	\$1.000		\$0.750		\$0.750		\$0.500		\$0.500		\$0.250		\$0.250	
Strict Verbatim	550	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Strict Verbatim	Per Page	\$-													
Strict Verbatim	Per Minute	\$-													
Subtitle File	550	\$0.032	\$17.60	\$0.024	\$13.20	\$0.020	\$11.00	\$0.016	\$8.80	\$0.012	\$6.60	\$0.008	\$4.40	\$0.004	\$2.20
Subtitle File	Per Page	\$0.800		\$0.600		\$0.500		\$0.400		\$0.300		\$0.250		\$0.200	
Subtitle File	Per Minute	\$0.800		\$0.600		\$0.500		\$0.400		\$0.300		\$0.250		\$0.250	
High Difficulty Level	550	\$0.095	\$52.25	\$0.071	\$39.05	\$0.060	\$33.00	\$0.048	\$26.40	\$0.036	\$19.80	\$0.024	\$13.20	\$0.012	\$6.60
High Difficulty Level	Per Page	\$2.375		\$1.775		\$1.500		\$1.200		\$0.900		\$0.600		\$0.400	
High Difficulty Level	Per Minute	\$2.250		\$2.000		\$1.500		\$1.250		\$1.000		\$1.000		\$1.000	
Total			\$147.95		\$129.80		\$111.10		\$92.95		\$74.25		\$56.10		\$37.95



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

Optional Transcription Services *	Line Count/ Per Page/Per Minute	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or >	
Law Enforcement Transcription	550	\$0.140	\$77.00	\$0.140	\$66.00	\$0.100	\$55.00	\$0.100	\$55.00
Law Enforcement Transcription	Per Page	\$3.500		\$3.000		\$2.500		\$2.500	
Law Enforcement Transcription	Per Minute	\$3.000		\$2.500		\$2.000		\$1.750	
Academic Transcription	550	\$0.140	\$77.00	\$0.120	\$66.00	\$0.100	\$55.00	\$0.100	\$55.00
Academic Transcription	Per Page	\$3.500		\$3.000		\$2.500		\$2.500	
Academic Transcription	Per Minute	\$3.000		\$2.500		\$2.000		\$1.750	
Financial Transcription	550	\$0.140	\$77.00	\$0.120	\$66.00	\$0.100	\$55.00	\$0.100	\$55.00
Financial Transcription	Per Page	\$3.500		\$3.000		\$2.500		\$2.500	
Financial Transcription	Per Minute	\$3.000		\$2.500		\$2.000		\$1.750	
	550		\$-		\$-		\$-		\$-
	550		\$-		\$-		\$-		\$-
	550		\$-		\$-		\$-		\$-
	550		\$-		\$-		\$-		\$-
	550		\$-		\$-		\$-		\$-

\* Pricing for Optional Transcription Services may be quoted in methods other than Line Count.

	<1-day	1-day	2-day	3-day	4-day	5-day	6-days or >
Multiple Speakers Per Minute	\$ 5.00	\$ 4.25	\$ 3.50	\$ 2.75	\$ 2.50	\$ 2.25	\$ 1.75
Multi w/High Difficulty Per Minute	\$ 7.25	\$ 6.25	\$ 5.50	\$ 4.25	\$ 3.75	\$ 3.25	\$ 2.75
Multi w/Non-American Accent Per Minute	\$ 6.00	\$ 5.00	\$ 4.25	\$ 3.50	\$ 3.00	\$ 2.50	\$ 2.00
Multi w/Noisy Background Per Minute	\$ 6.00	\$ 5.00	\$ 4.25	\$ 3.50	\$ 3.00	\$ 2.50	\$ 2.00

