



Rates, Terms and Conditions

Source List 2017-01 – Transcription and Related Services

Registering:

1. Service providers wishing to be included in the Source List must register in writing with the Board. To register simply send a letter or email to the Board (Board@NovaScotia.ca) including:
 - a. your contact information (name, phone number(s), and preferred email address(es));
 - b. a statement that you would like to be included in the Source List for Transcription and Related Services;
 - c. if you only wish to provide some of the services please indicate which ones from the schedules below.
 - d. your Nova Scotia business number (or equivalent where registered federally or in another Province)
 - e. Any restrictions or limitations that you wish to make the Board aware of. Note that the Board reserves the right to reject any registrant that cannot, in the Board's sole opinion, meet the service requirements.
2. By accepting work under this Source List service providers are agreeing to abide by the following Schedule of Fees and Terms.

Schedule of Fees

Transcripts

3. For transcripts, service providers may elect to bill either by page or by word. Rates for specific levels of service are as follows:

Transcripts - Service Level	Price Per Page	Price Per word
Overnight Includes delivery of paper copies by 8:45 AM next day (including Saturdays unless otherwise agreed)	\$7.95	\$0.053
2 business days	\$7.05	\$0.047
3 business days	\$6.00	\$0.040
4 business days	\$5.55	\$0.037
5 to 9 business days	\$4.50	\$0.030

10 to 14 business days	\$4.05	\$0.027
15 or more business days	\$3.45	\$0.023

Other Services

Service	Details	Rate
Onsite work and recording	Charge for service provider staff during regular business hours (up to 8 hours per day). Includes, but is not limited to, attending at hearing site for setup/tear down, recording proceedings, preparing hearing notes, transmitting recordings to transcription service. Either Board or service provider hearing equipment may be used.	\$60 per hour
Onsite work and recording – overtime	Evenings or weekends and over 8 hours per day	\$90 per hour
Equipment fee	Use of service provider’s recording equipment to record proceedings.	\$50 per recording day
Standby / Cancellation	Unused staff time where hearings are materially curtailed or cancelled on less than 2 working days’ notice (e.g., settlement agreement filed)	The <u>lesser</u> of: (a) three days of onsite recording at a standard of 7 hours per day and equipment fees; or (b) the balance of the scheduled hearing time.
Extra Hard Copies of Transcripts	One unbound clean hard copy is included in the cost per page in the transcripts schedule above. This charge would be for additional copies – bound or unbound.	\$0.50 per page unbound; \$0.60 per page bound Where incurred, additional out-of-pocket delivery costs may be charged.

Terms

Audio Recordings

4. Where recorded by the service provider, the following general terms apply for audio recordings:
 - a. Audio recordings will be provided to the Board in digital format, ordinarily MP3 unless otherwise requested.
 - b. The Board will be provided with copies of audio recordings made by the service provider as soon as practical.
 - c. Confidential recordings must be transferred by secure means. The Board offers a free secure file transfer service to assist service providers.
 - d. After confirming that the Board has received a copy of a confidential recording the service provider will delete any confidential audio recordings from their systems, including backups, within 5 business days. The service provider must provide confirmation of destruction when requested by the Board. Non-confidential recordings may be retained indefinitely at the discretion of the service provider.

Transcripts

5. The format for transcripts will be the same as for the Appeal Court of Nova Scotia. (See Appendix A for additional format information.)
6. Transcripts must be certified by a Certified Court Transcriber. The Certificate must be included in the transcript.
7. Price per word will be applied based on a word count provided by MS Word software less any commercial headers or footers (e.g., a footer containing the name and/or contact information of the transcription service), page numbers, confidential marking or like text that is automatically generated by the software.
8. The Board will be provided with the following:
 - a. One searchable PDF version of the transcript including a signed Certificate of the Court Transcriber. This is the “master” file. Unless otherwise agreed, the PDF version will be compatible with the current version of Adobe Acrobat DC.
 - b. One MS Word version of the transcript. Unless otherwise agreed, the MS Word version will be Office 2013 or higher.
 - c. When requested, one clean unbound paper copy which exactly matches the “master” PDF file.
9. Non-confidential transcripts are to be on 8.5 x 11-inch white paper.
10. Confidential (“*in camera*”) transcripts are to be:

- a. separate from non-confidential transcripts;
 - b. printed on pink paper; and,
 - c. clearly marked as confidential on the top and bottom of each page using a repeating header and footer.
11. When a paper version is provided the PDF version is to match the paper version in all material respects. The PDF version must be fully searchable. The Court Transcriber's Certificate may be added as a scanned page if preferred although the main body of the transcript is to be saved or "printed to PDF" from the originating software to provide a high-quality image and keep electronic file size to a minimum.
12. Delivery of Transcripts:
- a. Electronic: As soon as they are ready, electronic versions of transcripts are to be transferred to the Board and sent to any parties the Board has requested as follows:
 - i. Non-confidential transcripts may be:
 1. delivered by email to Board@NovaScotia.ca. Note that the maximum email size including attachments is 10 MB.
 2. transmitted via the "Send Files to the Board" transfer service available on the Board's website at: <https://nsuarb.novascotia.ca/>. Files sent through the website should be limited to 200 MB or less in any one transfer.
 3. transmitted via the Board's confidential document service.
 - ii. Confidential transcripts are NOT to be sent through ordinary email as it is not sufficiently secure. Confidential transcripts should be:
 1. transmitted via the Board's confidential document service (preferred);
 2. hand delivered; or,
 3. delivered by secure courier.
 - b. Paper:
 - i. Paper versions of transcripts should be delivered to the offices of the Board at the following address unless otherwise directed:

Nova Scotia Utility and Review Board
Suite 300, 1601 Lower Water Street
Halifax, NS B3J 3P6
 - ii. For hearings held at sites other than the Board's offices in Halifax special delivery instructions for paper copies may be issued by the Board. In those circumstances, it is permissible to charge additional reasonable out-of-pocket delivery costs.
 - iii. Paper versions of confidential transcripts should be securely packaged to prevent accidentally revealing the documents and clearly marked as confidential on the outside of the package.

- iv. Where ordered, extra paper copies are to be delivered at the same time as the paper original for the Board.
- c. General:
 - i. All transcripts other than “overnight” are to be delivered by not later than 4:00 PM on the due date.
 - ii. Overnight transcripts:
 - 1. Where the delivery date falls on a weekend or holiday:
 - a. the electronic versions must be delivered to the Board and/or designated parties as soon as complete and in no case by later than 8:45 AM the next day.
 - b. the paper copies are to be delivered on the next business day unless special arrangements are made with or by Board staff to deliver them on the weekend or holiday date or at some other date.
 - 2. For regular weekday delivery, the package containing the clean, unbound paper version, plus any other paper copies, is to be received at the hearing location by 8:45 AM unless otherwise agreed or directed.

Delivery Charges

- 13. For local deliveries, delivery costs up to the actual cost of a courier may be charged.
- 14. For overnight or urgent service levels priority courier charges may be applied.
- 15. For delivery to locations outside of HRM or CBRM, the actual cost of delivery or shipping may be charged.
- 16. Delivery charges apply to transfer of the paper package between the service providers’ office and the offices of the Board or designated hearing location. Delivery charges do not apply to shipping between the service provider’s location and third party services such as printers.

Onsite Work and Recording

- 17. Service providers are to be set up with all audio equipment confirmed working and ready to begin recording at least 15 minutes prior to start of a hearing.
- 18. When the Board’s audio equipment is being used for amplification service providers are to connect to, and draw their recordings from, the Board’s audio system unless otherwise agreed. Unless otherwise arranged, the Board will provide one clean audio feed from its audio system at “line” level using a cable with XLR connectors.

Travel Expenses

- 19. Travel expenses to and from the Board’s offices, and nearby hearing locations within the Halifax-Dartmouth metropolitan area, will not ordinarily be reimbursed. For service providers in CBRM, travel expenses within CBRM will not ordinarily be reimbursed.

20. Travel and related expenses for offsite hearing locations outside of the Halifax-Dartmouth metropolitan area will be reimbursed at the same rates and terms in effect for provincial government employees unless otherwise agreed.

Other General Terms and Conditions:

21. Service providers:
- a. Agree to charge the Board the rates indicated in the Schedule of Fees.
 - b. Are not obliged to take work under this agreement and can terminate service at any time simply by providing notice to the Board. Any work in progress at the time of termination may be completed and invoiced under the usual terms. Work that is not completed will not be paid.
 - c. May decline to provide service due to other commitments or within a particular service level.
 - d. Are not permitted to charge parties for copies of Board transcripts or other related services without the written consent of the Board.
 - e. Agree to hold all material provided in the production of transcripts or ancillary to providing related services in strict confidence.
 - f. Agree to keep themselves free of any real or perceived conflicts of interest and to advise the Board of any potential conflicts of interest.
 - g. Acknowledge that at no time are they, or any of their employees, considered to be employees of the Nova Scotia Utility and Review Board. For further clarity, they or their employees, subcontractors, or any other individuals engaged shall not be in any way whatsoever eligible to participate in any of the Nova Scotia Utility and Review Board benefit programs.
 - h. Acknowledge that use of subcontractors must be approved in advance by the Board. The Board must be provided with sufficient information to be assured that there are no conflicts of interest or confidentiality concerns arising from the use of a subcontractor. Subcontractors may be requested to provide documentation agreeing to abide by the same general terms as the service provider, particularly as they relate to confidentiality.
 - i. Acknowledge that the Board has and retains all rights, titles and interests in the transcripts, audio recordings, or other information or material in any form whatsoever, relating to its proceedings provided by the Board or created for the Board by the service provider.
 - j. Acknowledge that all recordings and transcripts are property of the Nova Scotia Utility and Review Board and must be returned or destroyed on request.
22. The Board:
- a. Will rotate work through the registered service providers on a “next up” basis.
 - b. Reserves the right to amend these terms of service at any time, with notice to suppliers.

- c. Reserves the right to discontinue use of any service provider without notice where, in its sole opinion:
 - i. there are an excessive number of errors;
 - ii. confidential information is not being properly secured, transmitted or disposed of; or,
 - iii. the quality or provision of service is otherwise unacceptable for any reason.
- 23. Registering as a service provider does not guarantee any level of use of service by the Board.

Payments

- 24. Payments will be made on a “net 30” basis unless otherwise agreed. For larger proceedings where overnight transcripts are required the service provider may request payment on a shorter basis. The Board may, but is not obliged to, approve such requests.
- 25. Invoices must provide detail of things such as the Board matter number, dates worked, hours of work, word counts per transcript delivered, equipment fees, copy costs, delivery costs, sales taxes and any other charges to allow a reasonable review of the services received.
- 26. All costs will be billed to the Board unless otherwise agreed in writing.
- 27. The Board reserves the right to reduce fees for late delivery of transcripts or services, or for any transcript that does not materially comply with these terms.

Confidentiality and Privacy

- 28. By accepting work service providers are agreeing:
 - a. to maintain any information obtained directly or indirectly during their work for the Board in confidence. No information may be released without the written consent of the Board;
 - b. to take all reasonable precautions to safeguard confidential information to prevent disclosure to any unauthorized party; and,
 - c. to advise the Board immediately of any breaches or suspected breaches in confidentiality or privacy.
- 29. By accepting work service providers are agreeing that terms relating to confidentiality survive termination of their work under this Source List.

Miscellaneous

- 30. Service provider staff using the Board’s confidential document site will be required to sign a confidentiality undertaking. Those not signing such an undertaking will not be able to use the site and may be excluded from providing services for confidential proceedings.

31. Where a service provider engages the services of any subcontractor these terms extend to that subcontractor. The service provider agrees to advise the Board and provide the names of any subcontractors in advance.
32. The Board reserves the right to use non-Source List service providers at other commercial rates if current providers are unable or unwilling to provide service at Source List rates.
33. This agreement, and any services or arrangements arising from it, will be governed by the laws of the Province of Nova Scotia.

Appendix:

A - Transcript Format Information

Appendix A – Transcript Format

The following is an extract from the *Nova Scotia Department of Justice Procedure Manual for Court Transcribers* dated March 31, 2016 relating to the Court of Appeal format for transcripts. Sample transcripts or pages referred to below are not repeated in this document. Please refer to the *Nova Scotia Department of Justice Procedure Manual for Court Transcribers* for access to those samples.

Italicized text has been added below to clarify Board requirements.

4.3.b. Format

4. PREPARATION OF TRANSCRIPTS

Transcripts [...] paper shall be 8.5 inches x 11 inches (21.6 cm x 28 cm).

Each page of the transcript shall have a two-inch margin on the bottom of the page and a one-inch margin on the top and both sides of the page.

Justified margins are to be used for all transcripts/quotes/citations.

Font size shall not be smaller than 12 point. Italicize Latin phrases and words.

Consecutively number the lines of every page of the transcript.

Insert a vertical line to the right of the line numbers on each page of transcript (See Sample Transcripts).

Consecutively number each page of the transcript using the numerical number only. Place the page number in the upper right corner of odd numbered pages and the upper left corner of even numbered pages. (*Where there is more than one hearing session the page numbering is to be contiguous from one transcript volume to the next.*)

Double-space the text with a one-inch top and two-inch bottom margin with a one-inch wide margin on the left and a one-inch wide margin on the right side of the page for binding (See Sample Transcripts).

Single-space quoted or cited text longer than four lines by centering the quote 10 spaces from each margin. Do not use quotation marks. To cite a case, set it out as it appears in the text. Bold the name of the case and use brackets as they appear in the text; i.e., **R. v. Khan** (1990), 59 C.C.C. (3d) 92. If just the name of a case is mentioned; i.e., **Khan**, it shall be bolded (See Sample Transcripts).

A title page is required for all transcripts (See Sample Title Pages).

An index of witnesses is required for all transcripts (See Sample Transcripts).

Every page of the transcript of evidence shall have a header which shall state the name of the witness and whether the page contains the transcript of examination-in-chief, cross-examination, re-examination [...]. Place the header five spaces to the right of the left margin on all pages.

The title, headlines, names of court, counsel and witnesses shall be capitalized, underlined and in bold letters to provide contrast for ease of comprehension. This also applies in other instances, i.e., on the introduction of an exhibit, the word "EXHIBIT" shall be capitalized, the exhibit number and description shall be in bold letters and underlined (See Sample Transcripts).

A list of Exhibits and a list of Undertakings is required for all transcripts where exhibits are filed and/or undertakings are made.

When commencing with a witness, each witness shall be sworn or affirmed, as the case may be, and commenced on a new page. [...] (See Sample Transcripts).

Type the letter "Q." before questions and the letter "A." before answers (See Sample Transcripts).

Print all transcripts double-sided on letter-size paper. Bind all transcripts with a plastic coil binding (*unless otherwise directed*).