

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Transcription Services
Lead by the State of Alaska (hereinafter “Lead State”)

Transcription Outsourcing, LLC

Alaska Contract Number 170007304
Hereinafter “Contractor”

And

State of Alaska

Hereinafter “Participating State”

1. Scope: This addendum covers the NASPO ValuePoint Transcription Services Contract lead by the State of Alaska for use by state agencies and other entities located in the participating state authorized by the state’s statutes to utilize state contracts.

Contractor has been awarded Transcription services in the following categories:

Medical
Legal
General

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the approval of the respective state Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the state Chief Procurement Official.

This permissive contract is available to all State of Alaska Executive Branch departments and governmental entities. Governmental entities include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. (Note: The State of Alaska has boroughs rather than counties.)

3. Primary Contacts: The primary government contract individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name: Linda Polk
Address: 333 Willoughby Avenue, SOB 7th Floor
Juneau Alaska 99811
Telephone: (907) 465-8292
Fax: (907) 465-2189
Email: Linda.Polk@alaska.gov

Contractor

Name: Ben Walker
Address: 1780S. Bellaire St. Suite 400
Denver, CO 80222

Transcription Services

State of Alaska

Telephone: (720)287-3710
Fax: (303) 952-9897
Email: bwalker@transcriptionoutsourcing.net

Participating State

Name: Eric Verrelli
Address: 333 Willoughby Avenue, SOB, 7th Floor
Juneau, AK 99811
Telephone: (907) 465- 5674
Fax: (907) 465-2189
Email: Eric Verrelli

4. Detailed Sales Data Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this Participating Addendum. Report must show detailed sales data by: customer type, e.g. state entity, local government, higher education and K12. These reports are due thirty days after the end of the quarter.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

(NOTE: submitting a copy of the detailed report that is submitted to NASPO for the state of Alaska will suffice)

a. Administrative Fee:

Contractor agrees to provide an Administrative Fee to the State of Alaska.

- Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- Contractor must include the PA number on the check.** If Checks submitted to the State without the PA number are unidentifiable they will be returned to Contractor for additional identifying information.
- Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- The administrative fee shall not be included as an adjustment to the Contractor's Master agreement pricing and shall not be invoice or charged to the ordering agency.
 - Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
 - Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31
 - Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.
5. Assignment/Transfer: The manufacturer may not subcontract or assign its interest, obligations, or payments under this contract without the express prior written consent of the State of Alaska contact listed above. If a state agency agrees to an assignment of interest, obligation or payment in error, it will be considered null and void and the contract terms and conditions will prevail.
- a. Taxes: The State of Alaska is a tax-exempt entity under Chapter 32, IRS Code, Registration No. 92-6001185.
6. Price Agreement Number: All purchasing documents issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the participating state contract number: **NVP2017TRAN0004** and the lead state Price Agreement number: **170007304**



This Participating Addendum and the Master Price Agreement, number 170007304, (administered by the State of Alaska) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the participating state.

- a. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to

Transcription Services**State of Alaska**

purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Alaska	Contractor: Transcription Outsourcing, LLC
Signature: 	Signature: 
Name: Eric Verrelli	Name: Ben Walker
Title: Contracting Officer	Title: CEO
Date 5/22/2017	Date May 19, 2017