

TRANSCRIPTION SERVICES

Led by the State of Alaska

Master Agreement #: 170007304

Contractor: Perry Johnson & Associates

Participating Entity: **STATE OF NORTH CAROLINA**

The following products or services are included in this contract portfolio:

- Transcription Services for General, Legal and Medical uses.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Transcription Services led by the State of Alaska for use by state agencies and other entities located in North Carolina and authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used as a convenience contract by most state departments, most state agencies and state higher education institutions (except under the conditions specified in G.S §115D-58.14(a) and G.S. §116-13). The contract may also be utilized, without further competition, by **non-mandatory state agencies and other eligible entities**.
3. **Effective Date of Participating Addendum:** The contract shall be effective December 4, 2017 through June 21, 2019, with the option to renew for three (3) additional one (1) year periods through May 21, 2022.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jeffrey R. Hubbard
Address:	755 W. Big Beaver Rd STE 1300, Troy, MI 48084
Telephone:	800-803-6330
Fax:	248-247-3460
Email:	jhubbard@pjats.com



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Participating Entity

Name:	Margaret Serapin
Address:	116 W. Jones Street, Suite 4062 1305 Mail Service Center Raleigh, NC 27699-1305
Telephone:	919-807-4529
Fax:	919-807-4520
Email:	Margaret.serapin@doa.nc.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- I. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina or any of its sub-units in or as part of any commercial advertising or marketing of products or services.
- II. **GOVERNING LAWS:** Solely with respect to matters or disputes related to or arising from purchase orders issued hereunder by governmental entities within the State of North Carolina, this agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
- III. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records, solely to the extent they relate to transactions and matters involving North Carolina's participation in the Contract, to verify accounts and data affecting fees or performance under the Contract, as provided in G. S. §143-49(9).
- IV. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
- V. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction

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and/or authority.

VI. CERTIFICATIONS: Vendor certifies to each of the following:

- a). that this bid is submitted competitively and without collusion, as required by G.S. 143-54;
- b). that none of its officers, directors or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2);
- c). that it is not an ineligible vendor as set forth in G.S. 143-59.1;
- d). that no employee or agent of Vendor has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- e). that it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- f). that the Vendor is not an ineligible vendor due to being identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran, in accordance with the Iran Divestment Act of 2015, G.S. 147-86.55 et seq. The Treasurer's Divestment List may be reviewed at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.asp>.

VII. TERMINATION FOR CONVENIENCE: The State may terminate this contract at any time by providing ninety (90) days' notice in writing from the State to the Vendor and to the Lead State. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for goods services satisfactorily completed and delivered by the Vendor, less any payment or compensation previously made.

VIII. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

IX. REPORTING: The Contractor shall furnish a quarterly usage report electronically in EXCEL format to the NC Division of Purchase & Contract detailing all items purchased under this contract, by individual agency. The reports must be emailed to pcreports@doa.nc.gov. The report is to be submitted by the 15th (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end on the last day of March, June, September and December of each calendar year. In addition, an annual report must be furnished with the fourth quarter report noting the total spend for the year. Quarterly reports are required even if no activity has occurred. The quarterly report shall include, but is not limited to, the following:

Contractor shall report of reach transaction:

- a) Agency Name
- b) Date of Service
- c) Description of Service



- d) Origination/Destination of package
- e) Unit Price and Extended Total
- f) Contractor shall compute the Total Dollar Amount for the Quarter and Annual Spend

6. Lease Agreements: **Reserved.**

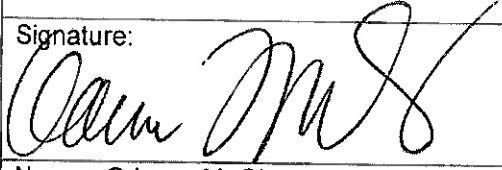

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Carolina, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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

Participating Entity: State of North Carolina	Contractor: Perry Johnson & Associates
Signature: 	Signature: 
Name: Odessa McGlown	Name: Jeffrey R. Hubbard
Title: State Procurement Officer	Title: President / CEO
Date: 11/14/17	Date: 11/15/2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.]**