



**TRANSCRIPTION SERVICES**  
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: **Perry Johnson & Associates**

Participating Entity: **STATE OF NORTH DAKOTA**

**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 the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This participating addendum is a cooperative purchasing contract established pursuant to N.D.C.C. § 54-44.4-13. This participating addendum is made available to State entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), non-profit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. chapter 39-04.2, and the International Peace Garden.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	<u>Jeffrey R. Hubbard</u>
Address:	<u>755 W. Big Beaver Rd STE 1300 Troy MI 48084</u>
Telephone:	<u>(800) 803-6330</u>
Fax:	<u>(248) 347-3467</u>
Email:	

Participating Entity

Name:	<u>Christy Schafer, ND State Procurement Office</u>
Address:	<u>600 E Boulevard Ave, Dept. 012 Bismarck, ND 58505</u>
Telephone:	<u>701-328-2740</u>
Fax:	<u>701-328-1615</u>
Email:	<u>cmschafer@nd.gov</u>

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

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

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

The following terms and conditions are applicable to this Participating Addendum in addition to the Master Agreement terms and conditions:

- a. Prepayment. Participating State will not make any advance payments before performance by Contractor under this Contract.
- b. Payment of Taxes by Participating State. Participating State is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E 2001. State will furnish certificates of exemption upon request by the Contractor.
- c. Termination for Lack of Funding or Authority. Participating State by written notice to Contractor, may terminate the whole or any part of this Contract under any of the following conditions:
  - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
  - 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  - 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- d. Confidentiality. Contractor shall not use or disclose any information it receives from State under this Contract that State has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by State. State shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C.) chapter 44-04. The duty of State and Contractor to maintain confidentiality of information under this section continues beyond the term of this Contract.

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- e. Compliance with public records laws. Contractor understands that, except for disclosures prohibited in this Contract, State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Contract may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact State as soon as reasonably possible upon receiving a request for information under the public records law and to comply with State's instructions on how to respond to the request.
- f. Spoliation. Contractor shall notify State of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.
- g. Indemnification. The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement. Contractor agrees that any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08
- h. Alternative dispute resolution – jury trial. State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.
- i. Attorney fees. In the event a lawsuit is instituted by State to obtain performance due under this Contract, and State is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay State's reasonable attorney fees and costs in connection with the lawsuit.
- j. Reports. As requested, Contractor will provide an electronic report showing name of agency or entity who made a purchase, invoice date, service provided, and total price.

The following terms and conditions are modified for this Participating Addendum:



- a. Governing Law and Venue. This language replaces the language listed in Standard Agreement, item 11: this Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota.



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Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

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

Participating Entity: State of North Dakota	Contractor: <u>Perry Johnson &amp; Associates, Inc.</u>
Signature: 	Signature: 
Name: Christy Schafer	Name: <u>Jeffrey R. Hubbard</u>
Title: Procurement Officer II	Title: <u>President/CEO</u>
Date: 5-29-18	Date: <u>5/29/2018</u>

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

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***PA@naspovaluepoint.org***  
***to support documentation of participation and posting***  
***in appropriate data bases.]***