

TRANSCRIPTION SERVICES
Led by the State of Alaska

Master Agreement #: 170007304

Contractor: Transcription Outsourcing, LLC

Participating Entity: **STATE OF IDAHO**

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

- General, Legal and Medical Transcription Services

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum (“PADD”) covers the *Transcription Services* located in the State of Idaho (the “State”). All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, Section 67-2327) (referred to as “Purchasing Entities” within this PADD) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint (formerly “WSCA” or “WSCA-NASPO”) (hereinafter “ValuePoint”) Contract (Master Agreement). These public agencies include any city or political subdivision of the State of Idaho, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties, cities, or any political subdivision created under the laws of the State of Idaho; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state contracts are subject to the prior 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.
3. **Individual Customer:** Each ordering agency (“Purchasing Entity”) that places an order under this PADD will be treated as if it is an individual customer. Except to the extent modified by this PADD, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and this PADD; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.
Additionally, the Division of Purchasing is entering into this PADD for the convenience of Purchasing Entities, and the Division of Purchasing bears no responsibility for any agreements to which Purchasing Entities agree. It shall be the responsibility of Purchasing Entities to seek their own agencies’ legal counsel prior to agreeing to the terms of any end user license agreements.
4. **Term:** The term of this PADD will be effective upon execution by the parties and continue through **May 21, 2019**, unless extended, renewed or terminated earlier.

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5. Participating State Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").
- a. Parties. The parties to this PADD are Transcription Outsourcing, LLC ("Contractor") and the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PADD (Purchasing Entities).
 - b. Reporting. The Contractor shall provide:
 - i. Any reports specifically required by the Master Agreement to be reported to Participating States.
 - ii. At the Division of Purchasing's request, custom reports, which may include, but not be limited to, reporting on the most common items purchased; comparisons between Purchasing Entities; reports to aid Purchasing Entities in inventory control; and reports that identify delivery times per order. Contractor will provide custom reports in Excel format as requested by the Division of Purchasing, on an occasional basis (no more frequently than four (4) times per contract year), at no additional charge.
 - c. Idaho Administrative Fee and Quarterly Usage Report. A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Alaska Master Agreement #170007304).

State of Idaho Reporting Time Line:

- 1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

Report of Contract Purchases:

Quarterly reports must accompany each Administrative Fee payment; and be furnished electronically in Microsoft Excel format. These reports will include the names of the accounts corresponding to the account numbers. For each account number, you must provide a listing of all items purchased during the prior quarter indicating the item # and description, the quantity delivered, the delivery destination, the date of delivery, the unit prices, and the total

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dollar amount (as well as any other data elements required by the State of Idaho). Accounts must be grouped, with state agencies grouped separately from political subdivisions (e.g., cities, counties, school districts, water districts, etc.). The reports shall also include the Contractor's name the PADD number.

The report must be emailed to: purchasing@adm.idaho.gov.

Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

- d. **Restrictions.** Purchases under this PADD are restricted to purchases of transcription services offered by the Contractor and are listed on the Master Agreement Pricing Sheet provided to and accepted by the State of Idaho. The Master Agreement Pricing Sheet may be changed during the term of the PADD via mutual, written agreement between the parties as part of an amendment to this PADD.
- e. **Governing Law.** The State of Idaho's PADD and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PADD. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- f. **Assignment.** Contractor shall not assign this PADD, or its rights, obligations, or any other interest arising from this PADD, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PADD, at the option of the State. All rights of action, however, for any breach of the PADD are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

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- g. Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PADD.
- h. **Priority of Documents.** This PADD consists of and precedence is established by the order of the following documents:
1. This PADD1900070; and
 2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contract differ from the terms in this PADD, the terms and conditions of this PADD shall apply.

- i. Price Agreement Numbers. All purchase orders issued by Purchasing Entities within the jurisdiction of this PADD shall include the following price agreement number:
- Lead State Master Agreement # 170007304 and PADD1900070
- j. Terms and Conditions in the Master that Do Not Apply to this PADD. Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PADD:
1. Waive the sovereign immunity of the State of Idaho;
 2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
 3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the State of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
 4. Impose a payment obligation, including a rate of interest for late payments, less favorable

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than the obligations set forth in Section 67-2302, Idaho Code; or,

5. Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
 6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
 7. Hold employees or officers of the State of Idaho and of political subdivisions of the State of Idaho personally liable.
- k. Product Additions and Deletions. Over the term of the PADD, product needs or volumes may change and products may be added to or deleted from the Master Agreement Pricing Sheet by an amendment(s) to the PADD. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.
6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Ben Walker
Address:	1780 S. Bellaire St. Suite 400 Denver, CO 80222
Telephone:	720-287-3710
Fax:	303-952-9897
Email:	bwalker@transcriptionoutsourcing.net

Participating Entity

Name:	Chelsea Robillard
Address:	650 W State Street, Room B-15
Telephone:	208-332-1607
Fax:	208-327-7320
Email:	Chelsea.Robillard@adm.idaho.gov

7. Applicable Terms: The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PADD or with State law.



8. Orders: Any Order placed by a 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) the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Records Maintenance: The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.

10. Entire Agreement: This PADD and the Master Agreement together with their exhibits and attachments, 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 PADD and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PADD or the Master Agreement or their exhibits and attachments, 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 PADD and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

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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 Idaho	Contractor: <i>Transcription Outsourcing, LLC</i>
Signature: 	Signature: 
Name: Chelsea Robillard	Name: <i>Ben Walker</i>
Title: Purchasing Officer	Title: <i>CEO</i>
Date: March <i>August 6, 2018</i>	Date: <i>July 27, 2018</i>

[Additional signatures may be added if required by the Participating Entity]

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.]

