

**ON-DEMAND REMOTE INTERPRETING  
(OPI AND VRI) AND DOCUMENT TRANSLATION**

Led by the State of New Mexico

Master Agreement #: 90-000-18-00003AG

Contractor: **Voiance Language Services, LLC**

Participating Entity: **State of North Dakota**

The following services are included in this contract portfolio:

- On-Demand Remote Document Translation
- On-Demand Remote Over the Phone Interpreting
- On-Demand Remote Video Remote Interpreting

**Master Agreement Terms and Conditions:**

1. Scope: This addendum (Participating Addendum) covers the On-Demand Remote Interpreting (OPI And VRI) And Document Translation led by the State of New Mexico for use by state agencies and other entities located in the Participating State [or State Entity] 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 by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of North Dakota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Voiance Language Services, LLC
Address:	2650 E. Elvira Road, Suite 132
Telephone:	(520) 745-9447 (520)573-2367 Bill Martin
Fax:	(520) 745-9022
Email:	bmartin@voiance.com

Participating Entity

Name:	Amy Cannon - State of North Dakota, Office of Management and Budget, Central Services Division, State Procurement Office
Address:	600 E. Boulevard Ave, Dept. 012, Bismarck, ND 58505-0310
Telephone:	(701) 328-2690
Fax:	(701) 328-1615
Email:	alcannon@nd.gov

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4. 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.

- 4.1 Coterminous: The term of this Participating Addendum shall be coterminous with the State of New Mexico Master Agreement Number #: 90-000-18-00003AG.

- 4.2 Confidentiality: Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity 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 Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity 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.) ch. 44-04. The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the term of this Participating Addendum.

- 4.3 Compliance with Public Records Laws: Contractor understands that, except for disclosures prohibited in this Participating Addendum, Participating Entity 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 Participating Addendum, except for records that are confidential under this Participating Addendum, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact Participating Entity as soon as reasonably possible upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to the request.

- 4.4 Spoliation: Contractor shall notify Participating Entity of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Participating Addendum. 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 Participating Entity the opportunity to review and inspect the evidence, including the scene of an accident.

- 4.5 Cooperative Purchasing Contract: 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), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. ch. 39-04.2, and the International Peace Garden.



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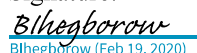
Participation in this open-ended Participating Addendum is not mandated; therefore, the estimated volume of this Participating Addendum is not known.

- 4.6 Governing Law and Venue: This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
- 4.7 Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the Participating Entity 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.
- 4.8 Alternative dispute resolution – Jury Trial: Participating Entity 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. Participating Entity does not waive any right to a jury trial.
- 4.9 Attorney Fees: In the event a lawsuit is instituted by Participating Entity to obtain performance due under this Participating Addendum, and Participating Entity is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating Entity’s reasonable attorney fees and costs in connection with the lawsuit.
5. Lease Agreements: Any State agencies, institutions and other eligible participating entities of the Participating Entity electing to lease in accordance with the Master Agreement and its Attachment C may do so by negotiating and executing the CyraCom Language Solutions CyraCom Flex Elite Cart Unit Purchase Order Form – Lease, attached to this Addendum as Exhibit A. Eligible participating entities of the Participating Entity that are subject to N.D.C.C. § 54-44.4 and North Dakota Administrative Code (N.D.A.C.) § 4-12-01 require a lease vs. purchase analysis to be completed in accordance with North Dakota Office of Management and Budget (OMB) Fiscal and Administrative Policy 312 – Leases and Lease-Purchase Agreements.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Dakota, 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.
7. 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.

**PARTICIPATING ADDENDUM**
**ON-DEMAND REMOTE INTERPRETING  
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 Led by the State of **New Mexico**

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, Office of Management and Budget, Central Services Division, State Procurement Office	Contractor: Voiance Language Services, LLC
Signature: 	Signature:  <small>Blhegborow (Feb 19, 2020)</small>
Name: Amy Cannon	Name Blhegborow
Title: Procurement Officer II	Title: VP, Contact Center Operations
Date: 2/20/20	Date: Feb 19, 2020

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Contracting Coordinator:	Tara Larwick
Telephone:	720-551-9530
Email:	<a href="mailto:tlarwick@naspovaluepoint.org">tlarwick@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***