STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-44-05
AMENDMENT 2

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

New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003AG

Voiance Language Services, LLC. (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-44-05 as follows:

1) Agreement is extended from November 3, 2023, to November 3, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin upon signature approval by the State and will end November 3, 2024, or upon termination by the State, whichever occurs first.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph B** is revised to read as follows:

   B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Kelly Xu
Phone:	(279) 799-4561
Email:	Kelly.Xu@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

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All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Voiance Language Services, LLC
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2023.11.01 13:37:33 -07'00' 11/1/2023	Blhegborow Blhegborow (Nov 1, 2023 09:25 PDT) Nov 1, 2023
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Blhegborow SVP, Contact Center Operations
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	2650 E. Elvira Road, Suite 132 Tucson, Arizona 85756
Address	*Address*

APPROVED
NOV 3 2023
LAG:ALW:vkh
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-44-05
AMENDMENT 1

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

New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003AG

Voiance Language Services, LLC (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-44-05 as follows:

1) Agreement is extended from November 3, 2022 to November 3, 2023. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin upon signature approval by the State and will end November 3, 2023, or upon termination by the State, whichever occurs first.

2) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services
Agency Name

10/26/22
Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

APPROVED
NOV 2 2022
ALW:LAG:skb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

CONTRACTOR

Voiance Language Services, LLC
Contractor Name

Blhegborow (Oct 12, 2022 09:31 PDT)
Oct 12, 2022
Authorized Signature *Date Signed*

BIhegborow SVP, Contact Center Operations
Printed Name/Title of Person Signing

2650 E. Elvira Road, Suite 132
Tucson, Arizona 85756
Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-44-05

ON-DEMAND REMOTE INTERPRETING (OPI & VRI)
AND DOCUMENT TRANSLATION
New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG
Voiance Language Services, LLC (Contractor)

This Participating Addendum Number 7-22-99-44-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Voiance Language Services, LLC (hereafter referred to as "Contractor") under the lead state of New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG.

1. SCOPE

A. This Participating Addendum covers the purchase of services under the New Mexico NASPO ValuePoint Master Agreement. The New Mexico NASPO ValuePoint Master Agreement is hereby incorporated by reference. Services categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the New Mexico NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end November 3, 2022, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Terms and Conditions (GTC 04/2017) effective 4/4/2017

B. Terms can be reviewed at the DGS Office of Legal Services website (https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-22-99-44-05
2) New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG are allowed under this Participating Addendum:

Category 1: Over the Phone Interpretation (OPI)
Category 2: Video Remote Interpretation (VRI)
Category 3: Document Translation (DT)
Category 4: Combined OPI and VRI.

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.

1) Optional Pricing Models, Item Number 6

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

A. Contractor's pricing is outlined in the New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG.

B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by New Mexico.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

C. All purchase orders issued by Participating Entities under this Addendum shall include the State Participating Addendum Number 7-22-99-44-05.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned

products and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the LPA Payment Portal website (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Bill Martin
Phone:	(520) 573-2367

Contractor	Contract Manager
Fax:	
Email	bmartin@voiance.com
Address:	Voiance Language Services, LLC Attn: Bill Martin 2650 E. Elvira Road, Suite 132 Tucson, Arizona 85756

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Pang Moua
Phone:	(279) 946-7835
Fax:	N/A
Email	Pang.Moua@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No

oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the New Mexico NASPO ValuePoint Master Agreement Number 90-000-18-00003 AG, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Voiance Language Services, LLC
Agency Name	*Contractor Name*
3/18/2022	BIhegborow BIhegborow (Mar 17, 2022 15:16 PDT) Mar 17, 2022
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim, MAU2 Supervisor	BIhegborow VP, Contact Center Operations
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	2650 E. Elvira Road, Suite 132 Tucson, Arizona 85756
Address	*Address*

APPROVED
MAR 30 2022
ALW:LAG:PD:skb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES