

Elizabeth Basso
Contract Specialist

860-713-5611
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.: 15PSX0133
Contract Award Date: 1 June 2015
Proposal Due Date: 18 December 2014
SUPPLEMENT DATE: 13 February 2018

CONTRACT AWARD SUPPLEMENT #2
IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Telephone Translation Interpretation Services

FOR: All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations		TERM OF CONTRACT: 1 June 2015 through 4 March 2019	
		AGENCY REQUISITION NUMBER: NASPO Value Point Cooperative Agreement 50-000-14-00002	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		\$400,000.00	\$400,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

PLEASE NOTE:

1. The Contract Term has been extended through March 4, 2019.

3. Term of the Master Agreement

"This Master Agreement will be extended from March 4, 2018 through March 4, 2019, unless extended, renewed or terminated earlier at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. In no case will the Participating Addendum, including all renewals thereof, exceed a total of five (5) years in duration."

2. Note pricing changes on attached
3. Change Contractor name from: **Corporate Translation Services, Inc. dba CTS Language Link** to: **Corporate Translation Services, Inc. dba Language Link**

4. Adds the following language to the Contract per attached:

37. Prohibition of Interpretation on a Wireless Device in a Moving Vehicle and in Noisy Areas

“Contractor agrees no interpretation work by wireless communication device shall take place in a moving vehicle if the interpreter is the driver. This strict prohibition is intended to avoid driver distractions, accidents, risks to others, and lack of interpreter focus on the interpretation work itself. In addition, background noise such as traffic, barking dogs, crying babies, wind, and other people carrying on nearby conversations is a distraction to others on the phone and interpretation work should not proceed when any participant cannot hear due to the background noise and requests the interpreter to relocate to a quiet area. Subject to contract cancelation and other penalties, any interpretation conducted on a wireless device, whether texting or oral, is prohibited under this contract if conducted in a moving vehicle when the interpreter is the drive. To be clear, this prohibition shall also apply in states with laws addressing cell phone use and/or texting while driving and applies to all drivers involved with manually or orally typing; or entering multiple letters, numbers, symbols or other text in a wireless communication device; or sending or reading data in the device, for the purpose of oral or non-voice interpersonal communication, including texting, emailing, and instant messaging. Vehicles equipped with Bluetooth devices and dash mounted phones are not an exception to this prohibition. Interpreters must not be driving in a moving vehicle when conducting interpretations.”

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ELIZABETH BASSO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Pam Anderson
Contract Specialist

860-713-5088
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

15PSX0133

Contract Award Date:

1 June 2015

Proposal Due Date:

18 December 2014

SUPPLEMENT DATE:

16 February 2017

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Telephone Translation Interpretation Services

FOR: All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT: 1 June 2015 through 4 March 2018

AGENCY REQUISITION NUMBER: NASPO Value Point Cooperative Agreement 50-000-14-00002

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change	No Change	No Change	No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

PLEASE NOTE:

This Contract has been extended through March 4, 2018. Please see over for Contractor information. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

PAM ANDERSON

Contract Specialist

(Original Signature on Document in Procurement Files)



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
000055416
Corporate Translation Services, Inc.
dba CTS LanguageLink
911 Main St., Ste. 10
Vancouver, WA 98660

Telephone No. (360) 433-0426

Price Agreement Number: 50-000-14-00002AA

Price Agreement Amendment No.: One

Term: March 4, 2015 – March 4, 2017

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Angelica Lopez

Telephone No.: (505) 827-0425

Invoice:
As Requested

Title: Telephone Based Interpreter Services

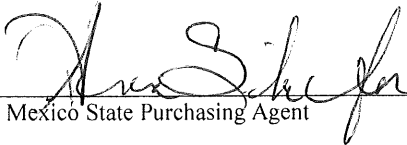
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Section 3 – Term of the Master Agreement is corrected to reflect a total contract term of five (5) years.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 05/07/15

CONTRACT AWARD
RFP-38 Rev. 3/12/14
Prev. Rev. 1/3/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Pam Anderson
Contract Specialist

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

860-713-5088
Telephone Number

CONTRACT AWARD NO.:

15PSX0133

Contract Award Date:

1 June 2015

RFP Due Date:

18 December 2014

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

WSCA-NASPO Master Agreement Contract #50-000-14-00002 for Telephone Translation and Interpretation Services.

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 June 2015 through 4 March 2017	
		AGENCY REQUISITION NUMBER: 0000002566	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		\$600,000.00 est.	\$600,000.00 est.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**WSCA-NASPO Master Agreement Contract #50-000-14-00002 for
Telephone Translation and Interpretation Services.**

Please see over for Contractor information.

APPROVED _____

PAM ANDERSON

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Corporate Translation Services, Inc. dba CTS LanguageLink**

Company Address: **911 Main Street, Vancouver, WA 98660**

Tel. No.: **360-433-0426**

Fax No.:

Contract Value: **\$200,000.00 est.**

Contact Person:

Contact Person: **Alan Bloch**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site: www.ctslanguagelink.com alan.bloch@ctslanguagelink.com

Remittance Address: **Same as Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Linguistica International, Inc.**

Company Address: **8819 South Redwood Road, Suite D Professional Plaza, West Jordan, Utah 84088**

Tel. No.: **866-908-5744**

Fax No.:

Contract Value: **\$200,000.00 est.**

Contact Person:

Contact Person: **Sabrina Morales**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site: www.linguisticainternational.com smorales@linguisticainternational.com

Remittance Address: **Same as Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Voiance Language Services, LLC**

Company Address: **5780 N. Swan Road, Tucson, AZ 85718**

Tel. No.: **520-745-9447 ext. 1708**

Fax No.:

Contract Value: **\$200,000.00 est.**

Contact Person:

Contact Person: **Todd Torman**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site: ttorman@cyracom.com www.voiance.com

Remittance Address: **Same as Above**

Certification Type (SBE, MBE or None): **None**

Agrees to Supply Political SubDivisions: **Yes**

Prompt Payment Terms: **0% 00 Net 45**

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

Telephone Based Interpreter Services

Contract # 50-000-14-00002

Between

Corporate Translation Services, Inc.

dba CTS Language Link

Linguistica International, Inc.

Voiance Language Services

[hereinafter "Contractor"]

And

The State of Connecticut

[hereinafter "Participating State" or "Participating" Entity (if not a state)]

State Contract Number: 15PSX0133

Scope: This Addendum covers Telephone Based Interpreter Services. This is a multi-state cooperative Contract lead by the State of New Mexico for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Primary Contact: The primary Participating State contact individual for this participating addendum is as follows:

Pamela L. Anderson, Contract Specialist
State of Connecticut
Department of Administrative Services
Procurement Services
165 Capitol Ave.
Hartford, CT 06106

Telephone: 860-713-5088

Fax: 860-622-2930

E-mail: pamela.anderson@ct.gov

The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

Definitions: The following definitions apply to this Participating Addendum

- a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to,

such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

- c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- d) Contract: 15PSX0133 (# 50-000-14-00002) and this participating addendum
- e) Contractor: A person or entity who executes the Contract.
- f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take

affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar

governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the State of New Mexico and Corporate Translation Services, Inc. dba CTS LanguageLink and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

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

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

Government Entity:

Contractor:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Attachment A
(Statement of Work and Technical Requirements)

STATEMENT OF WORK:

Offerors shall provide 365-days a year/7-days a week/24-hours a day Telephone Based Interpreter Services on an “as needed” basis for Limited English Proficiency (LEP) clients needing immediate interpreter assistance, and must meet or exceed the minimum requirements set forth in Attachment G “Technical Requirements”.

Services are anticipated to be utilized in a number of different government settings, including Health and Human Services Departments, to assist government entities in meeting the needs of LEP clients who are physically in the government office or call in by phone for assistance.

TECHNICAL REQUIREMENTS:

Description
<p>EXPERIENCE OF THE CONTRACTOR</p> <ol style="list-style-type: none"> 1. Bidder must have <i>at least</i> two years of experience in providing Telephone Based Interpreter Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis. 2. Bidder must currently be providing an average of <i>at least</i> 100,000 minutes of Telephone Based Interpreter Service calls per month within the past year.
<p>EQUIPMENT AND FACILITY</p> <ol style="list-style-type: none"> 1. Contractor must have all necessary equipment, installed and functioning at time of Bid submittal, to provide the services required in the contract. 2. Contractor must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed. 3. Contractor’s telephone terminal equipment must be capable of collecting the detailed call traffic information needed to produce the reports required by the contract. 4. Interpreter services for the most frequently used languages must be performed <u>within the United States from a professional facility or a professional home-based office with limited background noise and no interruption</u>. Interpreter services for the least frequently used languages may be <u>performed outside of the United States and/or from a professional home-based office with limited background noise and no interruption only in cases where an interpreter from the United States or a professional facility is unavailable</u>. “Most frequently used languages” means the top ten frequently used languages within each Participating State to be identified on each state’s Participating Addendum.

LANGUAGES

1. Bidder must be able to provide Telephone Based Interpreter Services for all languages/dialects listed below (at a minimum):

Akan	Dutch	Inupiaq	Mongolian	Spanish
Albanian	Ewe	Iraqi Arabic	Moroccan Arabic	Sudanese Arabic
Amharic	Estonian	Italian	Nepali	Swahili
Apache	Farsi	Japanese	Norwegian	Swedish
Arabic	Finnish	Karen	Nuer	Tagalog
Armenian	Flemish	Kashmiri	Oromo	Taiwanese
Assyrian	French	Khmer	Pashto	Tamil
Bambara	French Canadian	Kirundi	Patois	Tewa
Behdini	Fukienese	Korean	Persian	Thai
Bengali	Fulani	Krio	Polish	Tiwa
Bosnian	Fuzhou	Kunama	Portuguese	Tibetan
Bulgarian	Georgian	Kurdish	Portuguese Creole	Tigrinya
Burmese	German	Laotian	Punjabi	Taishanese
Cambodian	Greek	Latvian	Romanian	Tongan
Cantonese	Gujarati	Lithuanian	Russian	Towa
Catalan	Haitian Creole	Maay	Samoan	Turkish
Chin	Hausa	Macedonian	Serbian	Ukrainian
Chuukese	Hebrew	Malay	Serbo Croatian	Urdu
Chiu-Chow	Hindi	Malayalam	Sicilian	Uzbek
Croatian	Hmong	Mandarin	Sinhalese	Vietnamese
Czech	Hungarian	Marshallese	Slovak	Wolof
Danish	Ibo	Mien	Somali	Yoruba
Dari	Ilocano	Mixteco	Sorani	Yupik
Dinka	Indonesian			

CONNECTION

1. On average, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor’s facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer’s selection.
2. On average, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client’s language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.
3. If in a given month the language mix of Spanish to all other languages is below 75%, the percentage of calls that must meet the 30 second response time will be adjusted as follows:

If percentage of Spanish is:	Connective time will be:
Less than 60%	80% of all calls will be responded to within 30 seconds, after the client’s language being identified
60-70%	85% of all calls will be responded to within 30 seconds, after the client’s language being identified
70-80%	90% of all calls will be responded to within 30 seconds, after the client’s language being identified

4. In the event interpretation service for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi does not begin within 60 seconds of the client’s language being identified, the customer shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, Russian, Somali, Vietnamese, Tagalog, Korean or Farsi results in a customer being told “no interpreter is available,” the Contractor will be subject to a self-assessed penalty equal to the cost of the customer’s average interpreter call for the month in which the “no interpreter available” event occurs. These penalties will be assessed monthly and will be itemized and deducted from the appropriate monthly invoice total.
5. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

INVOICING

1. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting. The interpretation period is ended when the interpreter has been disconnected from both the customer and the client.
2. Invoices will be prepared at the end of every calendar month and delivered to the customer no later than the 15th day of the calendar month immediately following the month under invoice.
3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenths of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.

4. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.

5. Invoices must contain the following information, at a minimum:

- a. Master contract number and/or any other unique contract identification number assigned by a Participating State.
- b. For the State of New Mexico, Contractor's Statewide Vendor Identification Registration number assigned by the NM Department of Finance.
- c. Date of invoice.
- d. Contractor name and address.
- e. Customer account number and Department name/program.
- f. Billing period.
- g. Interpreter Connection Time.
- h. Total number of calls interpreted.
- i. Total number of billable interpretation minutes.
- j. Total number of "no interpreter available" calls.
- k. Percentage of calls connected in 30 seconds or less.
- l. Total number of calls resulting in interpreter connection times of greater than 60 seconds.
- m. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
- n. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established in Attachment G: *Technical Requirements*, section titled, "Connection," Item #3.
- o. Total dollar amount due.
- p. Any applicable prompt payment discount(s) available.
- q. Date and time of each interpreter service occurrence provided.
- r. Interpreted language associated with the call.
- s. Duration of the interpreter service provided, measured in tenth of a minute increments.
- t. Contract rate per minute.
- u. Billable amount associated with each call.
- v. Interpreter identification number or code as assigned by the Contractor.

EMERGENCY MANAGEMENT PLAN

1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc.) *Attach a copy of Contractor's EMP.*
2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

CONFIDENTIALITY STATEMENT

1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract. *Attach a sample copy of Contractors Confidentiality Statement.*

INTERPRETER OPERATIONAL REQUIREMENTS

1. The interpreter will remain neutral in the conversation unless prompted by the customer with additional instructions.
2. The interpreter will speak in the first (1st) person.
3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.
5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning of the client's statements.
7. All conversations or interpretation between the interpreter, the customer and the client will remain confidential and will not be shared with individuals unrelated to the call. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.

CUSTOMER RESPONSE CRITERIA

1. Response to customer questions and concerns will be handled as expeditiously as possible and according to the following criteria:
 - a. General questions of concern: A written response to customer questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer the customer's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at the customer's request, Contractor must provide a senior administrative contact to escalate the request.
 - b. Request for materials: Instructional materials must be mailed to the customer within two working days of receiving the request.
 - c. All other requests: Time requirements for all other requests will be negotiated individually between the customer and the Contractor.

QUALITY ASSURANCE PLAN

1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as customer initiated concerns and/or complaints. *Attach a copy of Contractor's QAP.*

INSTRUCTIONAL MATERIALS

1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as “I Speak” cards and procedural information for accessing the services.
2. Instructional materials must also include informational language posters for the public indicating interpretation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each participating state to be identified in each state’s participating addendum.
3. Sample informational posters must be provided to customers for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

Attachment B Fee Schedule

All pricing includes the cost of servicing of accounts, and complying with all contractual requirements.

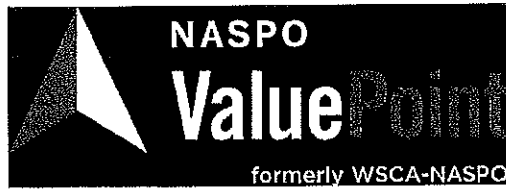
Unit Price: is on a per minute basis for all languages specified in Attachment A, Technical Requirements as well as for all unlisted languages that may be provided through the resultant Contract.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.62 /min.

Payment Terms: Net 30 days

Optional Equipment:

Item No.	Equipment Available	Cost or % Discount off MSRP
1.	Purchase of Dual Handset Phones	\$150
2.	Lease of Dual Handset Phones	\$15/month
3.	Purchase of Y connector and extra handset	\$35



THIS AMENDMENT No. 1 to the NASPO ValuePoint Master Agreement is entered into by and between the State of New Mexico, General Services Department (hereinafter the “Lead State” or a “Participating Entity” and Voiance Language Services, LLC (hereinafter the “Contractor”).

THE FOLLOWING PROVISION OF THE ABOVE-REFERENCED MASTER AGREEMENT IS AMENDED AS FOLLOWS:

- Attachment B Fee Schedule – Item No. 1 Unit Price** for Telephone Based Interpreter Services for all languages specified in Attachment A, *Technical Requirements*, as well as for all unlisted languages that may be provided through the resultant Contract is lowered from **\$.75/min to \$.65/min**. The updated pricing of \$.65/min is **effective June 1, 2016**.

All other terms and conditions remain unchanged.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.65 /min.

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Attachment B Fee Schedule

All pricing includes the cost of servicing of accounts, and complying with all contractual requirements.

Unit Price: is on a per minute basis for all languages specified in Attachment A, Technical Requirements as well as for all unlisted languages that may be provided through the resultant Contract.

Item No.	Description	Unit Price
1.	Telephone Based Interpreter Services for all languages specified in Attachment A, <i>Technical Requirements</i> , as well as for all unlisted languages that may be provided through the resultant Contract.	\$ 0.75 /min.

Payment Terms: Net 30 days

Optional Equipment:

Item	Equipment Available	Unit Price
2.	Corded Dual Hand-Set Single Line Phone Implementation Team will assess how many phones are required to provide optimal service	Waived
3.	Cordless Phones (Optional Add-on)	\$5.95 per month
4.	Tri handset DECT (standard copper line)	\$69.99

Service Features:

Service Feature	Charge
Per-Minute Price for all languages 24/7/365	\$0.75 flat rate per minute
Client Selects Language Required by LEP Client	Charges begin when Interpreter answers call, not before.
Interpreter Contact Centers Located Exclusively in the United States	Included in Price Per Minute
Professional Interpreters Handle Calls for Top Required Languages Within our Onshore Contact Centers	Included In Price Per Minute
Account Setup: toll-free number, training and implementation	Waived

Monthly Minimum	None
Billing and reporting: Online and custom reports	Waived
Dedicated account manager and 24/7 client support	Waived
Corded Dual Hand-Set Single Line Phone Implementation Team will assess how many phones are required to provide optimal service	Waived
Cordless Phones (Optional Add-on)	\$5.95 per month