

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING PROGRAM
Telephone Based Interpreter Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT

CTS Language Link

New Mexico Master Agreement No: 50-000-14-00002AA

(hereinafter "Contractor")

And

State of Maine, Division of Purchases

(hereinafter "Participating State/Entity")

Maine Master Agreement No: 1503190000000000191

Effective Date of Service: May 4, 2015 through April 30, 2017

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1. Scope: This addendum covers the Telephone Based Services led by the State of New Mexico for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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. Participating State Modifications or Additions to Master Agreement:

EQUAL EMPLOYMENT OPPORTUNITY During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's

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commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

STATE HELD HARMLESS The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in

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connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

4. Lease Agreements:
"Reserved"

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	George Schoeck
Address	911 Main Street. # 10, Vancouver, WA 98660
Telephone	360-433-0426
Fax	360-433-0426
E-mail	George.Schoeck@CTSLanguageLink.com

Participating Entity

Name	Kathy Paquette, Procurement Manager
Address	Burton M. Cross Bldg., 4 th Floor, 111 Sewall St., Augusta, ME 04333
Telephone	207-624-7877
Fax	207-287-6578
E-mail	Kathy.L.Paquette@maine.gov

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6. Subcontractors: All [contractor] dealers and resellers authorized in the State of Maine, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. **NO subcontractors are authorized to provide goods and/or services under this contract.**

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.

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

Participating State: State of Maine, Division of Purchases	Contractor: CTS Language Link
By: Mark W. Lutte	By: DANIEL P NELSON
Name: <i>Mark W. Lutte</i>	Name: <i>Daniel P Nelson</i>
Title: Director of Division of Purchases	Title: CHIEF OPERATING OFFICER
Date: <i>4/1/2015</i>	Date: <i>4/6/2015</i>

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

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

How to Use Interactive Voice Response (IVR)

Complete sign up form: <http://wsca.ctslanguageink.com/>

Each agency will need to fill this out for your own account. Once this form is filled out, CTS will receive an email that your account has been created. They will then follow up as to the billing contact and any other information needed. Once all information has been collected, the email that was provided on the form will receive a welcome email that provides all the necessary information to access the portal (access account information online) and a telephonic interpreter.

Once the agency has signed up, an account is created and assign a specific phone number based on the agencies requirements.

Step 1: Call 1

Step 2: Enter Account Number, followed by # sign

**Step 3: Select 1 to be connected directly to your Spanish interpreter, or
Select 2 to be connected directly to your Russian interpreter, or
Select 3 to be connected directly to your Vietnamese interpreter, or
Select 4 to be connected directly to your Somali interpreter, or
Select 9 for all other languages**

***If you require a 3rd party call, press 9 to reach a Customer Service Representative**

IVR FAQs:

What if I do not know my Account number?

You do need this information in order to reach the interpreter directly. If you are unsure of your account number, wait and the system will direct you to a live operator who will look up your account.

What is IVR?

IVR stands for Interactive Voice Response. CTS LanguageLink's IVR system allows a customer to quickly select the language desired for interpretation and be connected immediately to an interpreter without interaction with a live attendant. The benefit of this is an even faster connect time to your interpreter and better service to your limited English proficient (LEP) client.

What is a third party call?

A third party call is when you need CTS LanguageLink to call the LEP client and then bridge the call together with you and the interpreter.

How do I make a third party call with CTS LanguageLink?

If you need a third party call, **press 9 (even for Spanish)** to reach a Customer Service Representative (CSR) and let the operator know you need a third party call. We are happy to assist you with this at no additional charge. ***Our interpreters are not able to make the third party call directly.***

I need another language other than the ones listed. How do I get my interpreter on the line?

Press 9 for other languages and let the CSR know which language you require and they will connect you. If the language is unknown, you may reference the "Point to your Language" visual for help with most requested languages or ask a representative for assistance.

Please contact our Client Relations Team if you have any further questions: Toll Free: 1 (800) 208-2620

Email: ClientRelations@ctslanguageink.com