

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Eide Bailly LLP
877 W. Main St., Ste 800
Boise, ID 83702

**FIRST AMENDMENT
TO
CONTRACT NO. 03219
PROFESSIONAL AUDITING SERVICES**

This First Amendment (“Amendment”) to Contract No. 03219 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Eide Bailly LLP, a Minnesota Limited Liability Partnership (“Contractor”) and is dated and effective as of February 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03219 for Professional Auditing Services dated effective as of February 1, 2020 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

1. **TERM.** The Contract term is amended to extend end date to max term, January 31, 2026.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Eide Bailly LLP
a Minnesota Limited Liability Partnership

By: *Lealan Miller*
Name: Lealan Miller
Title: Partner
Date: 12/20/2021

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: *Leslie Edwards*
Name: Leslie Edwards
Title: Contracts Specialist
Date: 12/21/2021

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	03219
Eide Bailly LLP 877 W. Main St., Ste 800 Boise, ID 83702	Amendment No.:	2
	Effective Date:	11/21/2022

SECOND AMENDMENT
TO
STATEWIDE CONTRACT NO. 03219
PROFESSIONAL AUDITING SERVICES

This Second Amendment (“Amendment”) to Contract No. 03219 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Eide Bailly LLP, a Minnesota Limited Liability Partnership (“Contractor”) and is dated as of November 21, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03219 for Professional Auditing Services dated effective as of November 21, 2022 (“Contract”).
- B. The Parties previously amended the Contract to extend end date to max term, January 31, 2026.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. CATEGORY. In accordance with Competitive Solicitation 03219, Section 3 Bid Evaluation, Subsection 11 (3.11) Additional Awards, this contract is amended to add an additional category: Accountability/Compliance Auditing for the awarded Olympic Region.

This space is left intentionally blank.

- Replacement of Exhibit B Price for Services. Exhibit B, Prices for Services by Category and Region table, is hereby deleted and replaced in its entirety with the following table:

Prices for Services by Category and Region

Eide Bailly			
	Maximum Not-to-Exceed Houly Rate		
	Olympic Region	Northwest Region	Eastern Region
Health Care Auditing	\$250	\$250	\$250
Forensic Auditing	\$250	\$250	Not awarded
Accountability/Compliance	\$250	Not awarded	Not awarded


- NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**EIDE BAILLY LLP,
A MINNESOTA LIMITED LIABILITY PARTNERSHIP**

By: Lealan Miller
Name: Lealan Miller
Title: Partner
Date: 11/22/2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 11/21/2022