

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	17622
Linguistica International, Inc. 4250 W 5415 S Kearns, UT 84118	Amendment No.:	1
	Effective Date:	September 4, 2023

**FIRST AMENDMENT
TO
CONTRACT No. 17622
SPOKEN LANGUAGE INTERPRETER SERVICES - COURT CREDENTIALLED**

This First Amendment (“Amendment”) to Contract No. 17622 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 (“Enterprise Services”) and Linguistica International, Inc., a Utah Corporation (“Contractor”) and is dated and effective as of September 4, 2023.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 17622 dated effective as of July 1, 2023 (“Contract”).
- B. The Parties now desire to amend the Contract to add language regarding the 30-minute minimum compensation for Over the Phone Interpreting (OPI) and Video Remote Interpreting (VRI) services categories, as well as revise Section 10.6 Mileage/Travel Reimbursement to allow travel reimbursement below 20 miles one way.
- C. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

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

1. **30-MINUTE MINIMUM.** The following provision is added at the end of Section 7 of Exhibit A (Minimum Purchasing Requirements and Payment):
 3. For OPI and VRI Interpretation assignments, Contractor/Interpreter shall be entitled to a minimum of 30 minutes of compensation at their quoted minute rate regardless of whether the assignment lasts the entire 30 minutes.
2. **MILEAGE/TRAVEL REIMBURSEMENT.** Section 10.6 of the Contract (Mileage/Travel Reimbursement) is hereby amended by deleting the existing Section 10.6 in its entirety and inserting the following in lieu thereof:

10.6 Mileage/Travel Reimbursement.


- (a) Contractor shall be entitled to tolls, parking and/or travel (lodging, meals, and time) reimbursement. Reimbursement rates shall be based on the Washington State Office of Financial Management (OFM) per diem rates.
 - Mileage must not to exceed 20 miles one way to an appointment. If mileage exceeds 20 miles, Contractor shall obtain prior written authorization from Purchaser.
 - Contractor shall, upon request by Purchaser, provide receipt or proof of transaction of any tolls and/or parking costs incurred by interpreter.
 - (b) Contractor shall pass through travel compensation to interpreter if Purchaser, at Purchaser's discretion, approves travel compensation when an interpreter is required to travel to an appointment. At Purchaser's discretion, Purchaser may elect to compensate interpreters for miles traveled, time traveled, or both. Time traveled shall be compensated at the interpreter Hourly Service Rate, in 15-minute increments, and agreed to prior to appointment acceptance, if additional miles or hours are required, that is the interpreters' risk. Travel compensation is not available if appointments are longer than 7 hours in length.
3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. 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.
5. 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.
6. ELECTRONIC SIGNATURES. An electronic signature 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.
7. 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.

**LINGUISTICA INTERNATIONAL, INC., A UTAH
CORPORATION**

By: Jordan Daines
Name: Jordan Daines
Title: Account Manager
Date: Sep 20, 2023

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Tim Foitzik
Title: Procurement Supervisor
Date: 9/19/2023






17622 First Amendment - Linguistica International

Final Audit Report

2023-09-20

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"17622 First Amendment - Linguistica International" History

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