

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	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.

**RECITALS**

- 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.

**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. **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

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	17622
Linguistica International, Inc. 4250 West 5415 South Kearns, UT 84118	Amendment No.:	2
	Effective Date:	July 1, 2024

**SECOND AMENDMENT  
TO  
CONTRACT NO. 17622  
SIGN LANGUAGE INTERPRETER SERVICES – COURT CREDENTIALLED**

This Second 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 as of July 1, 2024.

**RECITALS**

- 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 previously amended the Contract as follows:
  - (1) By instrument titled First Amendment to contract (dated September 4, 2023) to add a provision to Exhibit A (30-Minute Minimum) and amend section 10.6 (Mileage/Travel Reimbursement).
- C. The Parties now desire to amend the Contract to execute an economic price adjustment.
- D. The Parties further desire to amend the Contract to revise Exhibit A – Included Services, Section 8 (Cancellation/No-show Policy).
- E. The Parties further desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- F. The Parties further desire to amend the Contract to include a ‘nondiscrimination provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 468](#) [codified at [RCW 39.26.245\(3\)](#) and [RCW 49.60.530](#)].
- G. The amendment set forth herein is within the scope of the Contract.

**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. ECONOMIC PRICE ADJUSTMENT. Pursuant to Section 3.3 of the Contract, the pricing for the goods/services is hereby amended by deleting the existing **Exhibit B-1 – Prices** in its entirety and inserting the attached **Exhibit B-1 – Prices** (dated July 1, 2024). These prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.86% PPI series CEU6054199011. The Contract pricing for the goods/services is hereby amended by deleting the existing **Exhibit B-1 – Prices** (July 1, 2024). As of the effective date of this Amendment, these prices include the agreed economic adjustment from Bureau of Labor and Statistics (BLS) index/indices: 3.86% PPI series CEU6054199011.
  
2. EXHIBIT A – INCLUDED SERVICES. Section 8 (Cancellation/No-show Policy) of Exhibit A – Included Services of the Contract is hereby amended by deleting the existing section 8 language and replacing it with the following:
  8. CANCELLATION/NO-SHOW POLICY:
    1. For more than 48 business hours (two full calendar days) notice of cancellation, neither part shall be penalized for cancellation.
    2. For less than 48 hours (two full calendar days) notice of cancellation, if cancelled by Purchaser, Interpreter will be entitled to bill the Hourly Service rate or Minute Service rate for the entire booking, up to a maximum of seven (7) hours. This policy will be in effect for all work done under this contract, unless otherwise specified in a separate agreement between Contractor and Agency, at the Purchasing Agency’s discretion.
    3. For less than 48 hours (two full calendar days) notice of cancellation, if canceled by Contractor/Interpreter, it shall be the responsibility of Contractor/Interpreter to find a replacement Interpreter. If a replacement Interpreter cannot be found, then the Contractor/Interpreter shall be assessed a fee of 1% of their quoted rate.
    4. If Contractor/Interpreter no-shows an appointment, they will be assessed a fee of 2% of their quoted rate.
    5. In the case of an Interpreter no-show for an appointment, Contractor shall refrain from selecting the no-show Interpreter on future Interpretation requests under this contract for the next 60 days. It shall be the responsibility of the Contractor to track Interpreter no-shows and keep an updated list of temporary restrictions.
  
3. PAY EQUALITY. The following provision is added to the end of section 19 (General Provisions) as a new subsection:
  - 19.24 WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS. Contractor represents and warrants that, among Contractor’s employees, ‘similarly employed’ individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are

not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

3. NONDISCRIMINATION. The following provision is added to the end of section 19 (General Provisions) as a new subsection:

19.25 NONDISCRIMINATION.

1. Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in

RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

4. **NO CHANGE OTHER THAN AMENDMENT.** EXCEPT AS AMENDED HEREIN, THE CONTRACT IS UNAFFECTED AND REMAINS IN FULL FORCE AND EFFECT.
5. **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.
6. **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.
7. **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.
8. **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**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Jordan Daines*  
Name: Jordan Daines  
Title: Account Manager  
Date: 09302024

By: *Tim Foitzik*  
Name: Tim Foitzik  
Title: Procurement Supervisor  
Date: 9/24/2024



## PRICES

## Olympic

Court Certified & Registered Interpretation			
Language	In-Person Interpretation (IPI) Price Per Hour	Over the Phone Interpretation (OPI) Price Per Minute	Video Remote Interpretation (VRI) Price Per Minute
Albanian	\$285.62	\$2.08	\$3.12
Amharic	\$285.62	\$2.08	\$3.12
Arabic	\$285.62	\$2.08	\$3.12
Bosnian/Croatian/Serbian	\$285.62	\$2.08	\$3.12
Burmese	\$285.62	\$2.08	\$3.12
Cantonese	\$285.62	\$2.08	\$3.12
Czech	\$285.62	\$2.08	\$3.12
Dutch	\$285.62	\$2.08	\$3.12
Farsi	\$285.62	\$2.08	\$3.12
French	\$285.62	\$2.08	\$3.12
German	\$285.62	\$2.08	\$3.12
Greek	\$285.62	\$2.08	\$3.12
Haitian Creole	\$285.62	\$2.08	\$3.12
Hebrew	\$285.62	\$2.08	\$3.12
Hindi	\$285.62	\$2.08	\$3.12
Hungarian	\$285.62	\$2.08	\$3.12
Ilocano	\$285.62	\$2.08	\$3.12
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Mandarin	\$285.62	\$2.08	\$3.12
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Polish	\$285.62	\$2.08	\$3.12
Portuguese	\$285.62	\$2.08	\$3.12
Punjabi	\$285.62	\$2.08	\$3.12
Romanian	\$285.62	\$2.08	\$3.12
Russian	\$285.62	\$2.08	\$3.12

Samoan	\$285.62	\$2.08	\$3.12
Somali	\$285.62	\$2.08	\$3.12
Spanish	\$285.62	\$1.56	\$3.12
Swahili	\$285.62	\$2.08	\$3.12
Tagalog	\$285.62	\$2.08	\$3.12
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Ukrainian	\$285.62	\$2.08	\$3.12
Urdu	\$285.62	\$2.08	\$3.12
Vietnamese	\$285.62	\$2.08	\$3.12
Wolof	\$285.62	\$2.08	\$3.12
Yoruba	\$285.62	\$2.08	\$3.12

**Northwest**

Court Certified & Registered Interpretation			
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Urdu	\$285.62	\$2.08	\$3.12
Vietnamese	\$285.62	\$2.08	\$3.12
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**Southwest**

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## South Central

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Romanian	\$285.62	\$2.08	\$3.12
Russian	\$285.62	\$2.08	\$3.12
Samoaan	\$285.62	\$2.08	\$3.12
Somali	\$285.62	\$2.08	\$3.12
Spanish	\$285.62	\$1.56	\$3.12
Swahili	\$285.62	\$2.08	\$3.12
Tagalog	\$285.62	\$2.08	\$3.12
Thai	\$285.62	\$2.08	\$3.12
Tigrinya	\$285.62	\$2.08	\$3.12
Turkish	\$285.62	\$2.08	\$3.12
Ukrainian	\$285.62	\$2.08	\$3.12
Urdu	\$285.62	\$2.08	\$3.12
Vietnamese	\$285.62	\$2.08	\$3.12
Wolof	\$285.62	\$2.08	\$3.12
Yoruba	\$285.62	\$2.08	\$3.12

**Eastern**

<b>Court Certified &amp; Registered Interpretation</b>			
<b>Language</b>	<b>In-Person Interpretation (IPI) Price Per Hour</b>	<b>Over the Phone Interpretation (OPI) Price Per Minute</b>	<b>Video Remote Interpretation (VRI) Price Per Minute</b>
Albanian	\$285.62	\$2.08	\$3.12
Amharic	\$285.62	\$2.08	\$3.12
Arabic	\$285.62	\$2.08	\$3.12
Bosnian/Croatian/Serbian	\$285.62	\$2.08	\$3.12
Burmese	\$285.62	\$2.08	\$3.12
Cantonese	\$285.62	\$2.08	\$3.12
Czech	\$285.62	\$2.08	\$3.12
Dutch	\$285.62	\$2.08	\$3.12
Farsi	\$285.62	\$2.08	\$3.12
French	\$285.62	\$2.08	\$3.12
German	\$285.62	\$2.08	\$3.12
Greek	\$285.62	\$2.08	\$3.12
Haitian Creole	\$285.62	\$2.08	\$3.12
Hebrew	\$285.62	\$2.08	\$3.12
Hindi	\$285.62	\$2.08	\$3.12
Hungarian	\$285.62	\$2.08	\$3.12
Ilocano	\$285.62	\$2.08	\$3.12
Japanese	\$285.62	\$2.08	\$3.12

Khmer (Cambodian)	\$285.62	\$2.08	\$3.12
Korean	\$285.62	\$2.08	\$3.12
Kurdish-Kurmanji	\$285.62	\$2.08	\$3.12
Laotian	\$285.62	\$2.08	\$3.12
Mandarin	\$285.62	\$2.08	\$3.12
Marshallese	\$285.62	\$2.08	\$3.12
Oromo	\$285.62	\$2.08	\$3.12
Polish	\$285.62	\$2.08	\$3.12
Portuguese	\$285.62	\$2.08	\$3.12
Punjabi	\$285.62	\$2.08	\$3.12
Romanian	\$285.62	\$2.08	\$3.12
Russian	\$285.62	\$2.08	\$3.12
Samoa	\$285.62	\$2.08	\$3.12
Somali	\$285.62	\$2.08	\$3.12
Spanish	\$285.62	\$1.56	\$3.12
Swahili	\$285.62	\$2.08	\$3.12
Tagalog	\$285.62	\$2.08	\$3.12
Thai	\$285.62	\$2.08	\$3.12
Tigrinya	\$285.62	\$2.08	\$3.12
Turkish	\$285.62	\$2.08	\$3.12
Ukrainian	\$285.62	\$2.08	\$3.12
Urdu	\$285.62	\$2.08	\$3.12
Vietnamese	\$285.62	\$2.08	\$3.12
Wolof	\$285.62	\$2.08	\$3.12
Yoruba	\$285.62	\$2.08	\$3.12