

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

Luanne Conner
5512 NE 159th St
Vancouver, WA 98686-1916

**FIRST AMENDMENT
TO
CONTRACT No. 03919
SIGN LANGUAGE INTERPRETER SERVICES WITH INDEPENDENT CONTRACTORS**

This First Amendment ("Amendment") to Contract No. 03919 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 Luanne Conner, a Washington sole proprietor ("Contractor") and is dated as of October 22, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03919 for Sign Language Interpreter Services with Independent Contractors dated effective as of April 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 previously amended, as follows:

- 1. APPOINTMENT INFORMATION. Section 5.3.(a).1.iii.b. Appointment Information, is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:
 - a. Total number of Appointments with completed service;
 - b. Total number of requests unable to fill with an Interpreter;
 - c. Total number of No Shows by Clients, Employee or Service Provider, and Interpreters; (employee and service provider means the same thing)
 - d. Total number of Cancellations **WITH** two (2) Business Days (forty-eight (48) hours or more for Evening, Weekend or Holiday Appointments) or more notice by Clients, Employee or Service Provider, and Interpreters;
 - e. Total number of Cancellations **WITHOUT** two (2) Business Days (forty-eight (48) hours or more for Evening, Weekend or Holiday Appointments) or more notice by Clients, Employee or Service Provider, and Interpreters;
 - f. Total hours and cost billed for Interpreter services (including No Shows/Cancellations);
 - g. Total hours and cost billed for Interpreter services at Deafblind rates;
 - h. Total hours and cost billed for Deaf Interpreters (including No Shows/Cancellations); and
 - i. Total amount of other fees billed such as (mileage, tolls) Parking, lodging, meals,

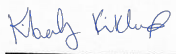
2. **STATEMENT OF WORK.** Exhibit A: Independent Contractors Statement of Work is hereby amended by deleting the existing Exhibit A in its entirety and inserting the attached Exhibit A: Sign Language Interpreter Services with Independent Contractors Statement of Work.
3. **FEES AND RATES.** Exhibit B: Fees and Rates is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B: Fees and Rates for Sign Language Interpreter Independent Contractors.
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.** 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.
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.

LUANNE CONNER
A WASHINGTON SOLE PROPRIETOR

By: 
Name: Luanne Conner
Title: Interpreter
Date: 10.15.20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Kimberly Kirkland
Title: Procurement Supervisor
Date: Oct 20, 2020

LuanneConnerAmendment

Final Audit Report

2020-10-20

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