

**FIRST AMENDMENT TO  
SIGN LANGUAGE INTERPRETING SERVICES AGREEMENT  
Willamette Sign Language Interpreting Services, Inc.**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment #1”) is made effective April 1, 2016 by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department, Behavioral Health Programs (“County”) and Willamette Sign Language Interpreting Services, Inc., an Oregon corporation (“Contractor”).

**RECITALS:**

- A. The County and Contractor are parties to that certain agreement dated as of August 12, 2009 (the “Underlying Agreement”), pursuant to which WSLIS provides qualified sign language interpreters at such places and such times as requested.
- B. County and Contractor now desire to further amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.
- C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

- 1. Section 3 of the Underlying Agreement is hereby amended to include a new WSLIS Rate Sheet attached as Exhibit A effective April 1, 2016, which is hereby incorporated herein by this reference.
- 2. The balance of Section 3 of the Underlying Agreement remains unchanged.
- 3. **Ratification**. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Contractor enforceable according to the terms thereof.
- 4. **Authority**. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
- 5. **Binding Effect**. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

6. **Counterparts.** This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**WILLAMETTE SIGN LANGUAGE  
INTERPRETING SERVICES, INC.**



CHRIS KEEN, Owner

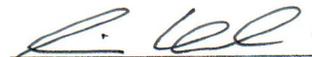
Date: 4/8/2016

**YAMHILL COUNTY, OREGON**



MARY STARRETT, Chair  
Board of Commissioners

Date: 4/12/16



SILAS HALLORAN-STEINER, Director  
Department of Health & Human Services

Date: 4/8/16

APPROVED AS TO FORM

By: 

CHRISTIAN BOENISCH  
County Counsel

Accepted by Yamhill County  
Board of Commissioners on

4-7-16 by Board Order

# 16-123

## Exhibit A

### Willamette Sign Language Interpreting Service or WSLIS 2016 WSLIS Rates, policies and procedures. Effective 4/1/2016

#### Sign Language Interpreters

#### Pay Structure

##### General Interpreting, Monday through Friday, (Per Interpreter)

\$100 Initial Appointment Fee, applicable for one hour assignments only

Example: a request for a 9am-10am would be \$100.

\$75 per hour for every request which is 1.5 hours or more.

Example: a request for a 9am-10:30 am would be \$112.50.

##### Legal Interpreting (Per Interpreter)

\$150 Initial Appointment Fee, applicable for one hour assignments only

Example: a request for a 9am-10am would be \$150

\$90 Per hour for every request which is 1.5 hours or more.

Example: a request for a 9am-10:30 am would be \$135

##### Weekends (Per Interpreter)

A \$20 differential will be added to Initial Appointment Fee or the Hourly Rate (whichever applies) for requests scheduled to happen on Saturday and Sunday

##### Holiday rates\* (Per Interpreter)

A \$20 differential will be added to Initial Appointment Fee or the Hourly Rate (whichever applies) for requests scheduled to happen on holidays.

##### Captioning costs

\$150 per hour with a two hour minimum

Example: a request from 9-11 would be \$300.00

WSLIS current office hours are from 9 to 5 Monday through Friday, and the goal of WSLIS is to return all phone calls, emails, and requests within 2 business days.

##### Short Notice Fee

WSLIS does not have short notice fee. Clients requesting services, with less than 2 days time, will need to understand that interpreters are generally booked 2 weeks to a month in advance. WSLIS will do its best to fill the request regardless of lack of notice.

WSLIS does not currently offer "emergency interpreting" services; these are calls from hospital, doctors, police, lawyers, or any other requests received after 5PM which are for the same evening. Emergency interpreting service is something WSLIS hopes to be able to provide to consumers within the next year. We do of course schedule assignments after 5 pm for requests made during regular business hours.

## Exhibit A

### Cancellation Policy

Cancelled assignments will be billed for the scheduled times followed. WSLIS follows the cancellation policy of the state of Oregon. Cancellations for Monday assignments must be received "24 hours before" on the previous Friday.

- Assignments 2 hour or less,  
Requires 24 hours notice
- Assignments 2 to 6 hours,  
Requires 48 hours notice
- Assignments 6 or more hours,  
Requires 72 hours notice

### Travel charge/rate:

- WSLIS charges the same mileage rate as the state of Oregon.
- WSLIS will assign mileage costs if the sub-contractor is travelling over 20 miles.
- Travel time will be charged at 1/2 the hourly rate for any time for travel over 40 miles one way.

WSLIS reserves the right to change policies, procedures and/or rates with 30 days notice to its consumers.

\* Holidays are defined as any major holiday such as Christmas, Easter or any state recognized holiday such as Martin Luther King Jr. Day.

### Booking

Upon booking of an assignment, the requesting agency and the interpreter will be sent a calendar invite through Google calendar.

It is not necessary for the client to click "Accept, Maybe or Decline" of this invite. It is sent to them to confirm an interpreter has been assigned and is also there for clients and interpreters to verify the request information.

This is also where any changes will be made, for example, if the assignment runs over time, a note will be added to the calendar to reflect this and clients will see this on their invoice. If there is an address change, mileage note, etc, all of these things would be added to the calendar and an "updated" confirmation would be sent to the client and the interpreter.