

AMENDMENT #4 TO CONTRACT EMPLOYMENT AGREEMENT

Lisa Rivera

Psychiatric Behavioral Health Nurse Practitioner

This amendment #4 to the Contract Employment Agreement (this "Amendment #4") is made effective July 9, 2016, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, Adult Behavioral Health Division (hereinafter "Agency"), and Lisa Rivera, 636 S. Ponderosa Street, Canby, OR 97013 (hereinafter "Rivera").

RECITALS:

A. Agency and Rivera are parties to that certain agreement dated as of July 2, 2013, (the "Underlying Agreement") pursuant to which Rivera provides professional psychiatric behavioral health services to clients of Agency as directed by the Adult Behavioral Health Manager. The Underlying Agreement was first amended on August 21, 2014. The Underlying Agreement was further amended on August 6, 2015 and July 14, 2016.

B. Agency and Rivera now desire to amend the Underlying Agreement upon the terms and conditions as more particularly set forth herein below.

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, Agency and Rivera, intending legally to be bound, hereby agree as follows:

1. Section B, Subsection 1 of the Underlying Agreement is amended to decrease the rate of pay for services provided under the Underlying Agreement to \$75.00 per hour effective November 9, 2016. The balance of Section B, Subsection 1 of the Underlying Agreement remains unchanged.

2. Section B of the Underlying Agreement is amended to include the following:

"a. Provide, at Agency's expense, liability coverage for claims connected to performance of Rivera's duties under this Agreement through its policy with City Agency Insurance Services subject to the provisions of the Oregon Tort Claims Act.

b. Provide the same medical coverage offered to eligible non-bargaining part-time employees pro-rated at .90 full-time equivalent ("FTE"). Rivera will pay any remaining pro-rated premium through payroll deduction.

c. When Rivera becomes eligible, to make PERS contributions, including the Employee "pick-up", for sums paid as the hourly rate paid under this Agreement.

d. Credit Rivera with Flexible Earned Time ("FET") and all other employee leaves as allowed for non-bargaining employees at .90 full-time equivalent based on the FET accrual rate set forth in the County's employee handbook or other applicable manuals."

3. The balance of Section B of the Underlying Agreement remains unchanged.

4. The balance of the Underlying Agreement remains unchanged.

5. Ratification. Except as otherwise expressly modified by the terms of this Amendment #4, 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 constitute valid and binding obligations of Agency and Rivera enforceable according to the terms thereof.

6. Authority. Agency and Rivera and each of the persons executing this Amendment #4 on behalf of Agency and Rivera hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #4 and has taken all action required to authorize such party (and each person executing this Amendment #4 on behalf of such party) to enter into this Amendment #4, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

7. Binding Effect. All of the covenants contained in this Amendment #4 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.

8. Counterparts. This Amendment #4 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #4.

9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #4 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #4 on the date indicated by their duly authorized officials.

Lisa Rivera

By: _____

(signature)

Date: 11/3/2016

YAMHILL COUNTY

By: _____

MARY STARRETT, Chair
Board of Commissioners

Date: 11-10-16

By: _____

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

Date: 11/3/16

APPROVED AS TO FORM:

By: _____

CHRISTIAN BOENISCH
County Counsel

Date: 11/16/16

Accepted by Yamhill County
Board of Commissioners on

11-10-16 by Board Order

16-460