

## AMENDMENT #5 TO CONTRACT EMPLOYMENT AGREEMENT

### Melissa Cook Family Nurse Practitioner

This Amendment #5 to the Contract Employment Agreement (this "Amendment #5") is made effective July 9, 2024, between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and Department of Health and Human Services ("Agency") and Melissa Cook, FNP, an individual, 2449 SW Alice Kelley Street, McMinnville, OR 97128 ("Cook").

#### RECITALS:

A. Agency and Cook are parties to that certain agreement dated as of February 7, 2019 (the "Underlying Agreement"), pursuant to which Cook provides professional clinic services to clients of Agency as directed by the HHS Director or designee. The Underlying Agreement is memorialized in Yamhill County records as Board Order 19-45. The Underlying Agreement was first amended on June 24, 2021, memorialized as Board Order 21-255 ("Amendment #1). The Underlying Agreement was further amended on March 10, 2022, memorialized as Board Order 22-72 ("Amendment #2") on July 7, 2022, memorialized as Board Order 22-214 ("Amendment #3"), and on August 17, 2023, memorialized as Board Order 23-318 ("Amendment #4).

B. Agency and Cook 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, Agency and Cook, intending legally to be bound, hereby agree as follows:

1. Section A, Subsection 3 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: "To provide 20 hours of service per week and in any event to work no more than 20 hours in any one week unless otherwise approved by the HHS Director or designee, dependent upon Agency needs for services and funding available. However, no minimum number of hours is guaranteed by this Agreement."

2. Section B, Subsection 1 of the Underlying Agreement as last amended in Amendment #4 is hereby amended to increase the rate of pay for services provided under the Underlying Agreement to \$74.43 per hour effective July 9, 2024. The balance of Section B, Subsection 1 of the Underlying Agreement remains unchanged.

3. Section B, Subsection 6 of the Underlying Agreement is deleted in its entirety and replaced with the following: "Provide medical coverage based on the equivalent of .50 full-time equivalent (FTE). The employee's share shall be paid by payroll deduction. While this Agreement is in effect, the Agency will provide a Voluntary Employee Beneficiary Associate

Medical Expense Plan (“VEBA”) to be administered by a third party should Cook select the Providence Base Plan. The amount of the VEBA is prorated to \$62.50 based on the equivalent of .50 full-time equivalent (FTE). The Agency will not provide a VEBA should Cook choose to “buy-up” and select a different plan.”

4. Section B, Subsection 9 of the Underlying Agreement is deleted in its entirety and replaced with the following: “To credit Cook with Flexible Earned Time (“FET”) at a rate of 7.5 hours per month.”

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

- a. “To credit Cook extended leaves of Personal Extended Leave (PEL), Jury Duty, Court Appearances, Family Medical Leave, Education Leave, Military Leave, Bereavement Leave and Paid Leave Oregon based on .50 full-time equivalent (FTE).
- b. To credit Cook with the following paid holidays: New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, 2 Floating Personal Holidays, and a Commissioners’ Day. Whenever a holiday shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. Furthermore, whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Floating Personal holidays may be used at the discretion of Cook with the consent of the Agency. Personal holidays must be taken by the end of each fiscal year (June 30th). If not taken by the end of the fiscal year, the personal holiday is forfeited. Commissioners’ Day may be taken either the day before or the Monday after Thanksgiving Day, the day before Christmas Eve or after Christmas Day, or the day before or after New Year’s Day. Cook shall receive 4 hours pay for each of the holidays listed on which they perform no work. Cook may choose to supplement the remaining hours with FET or leave without pay.”

6. Section C Subsection 2 of the Underlying Agreement is deleted in its entirety and replaced with the following: “That a contract employee/employer relationship is created by this Agreement. The only compensation due Cook is specifically stated in this Agreement. The Agency will make required contributions (if any) to Cook’s PERS account based on the number of hours worked in this calendar year.”

7. The balance of the Underlying Agreement remains unchanged.

8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #5, 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 Cook enforceable according to the terms thereof.

9. Authority. Agency and Cook and each of the persons executing this Amendment #5 on behalf of Agency and Cook hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #5 and has taken all action required to authorize such party (and each person executing this Amendment #5 on behalf of such party) to enter into this Amendment #5, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. Binding Effect. All of the covenants contained in this Amendment #5 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.

11. Counterparts. This Amendment #5 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #5.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #5 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #5 on the date indicated by their duly authorized officials.

**MELISSA COOK, FNP**

By: Melissa Cook  
(signature)

Date: 07/25/2024

**YAMHILL COUNTY**

By: Lindsay Berschauer  
LINDSAY BERSCHAUER, Chair  
Board of Commissioners

Date: 08/01/2024

By: Lindsey Manfrin  
LINDSEY MANFRIN, Director  
Department of Health and Human Services

Date: 7/26/24

**APPROVED AS TO FORM:**

By: Chris Boenisch  
CHRISTIAN BOENISCH  
County Counsel

Date: 8/2/24

Approved by the Yamhill County Board of  
Commissioners on 08/01/2024  
via Board Order 24-218