

AMENDMENT #5 TO CONTRACT EMPLOYMENT AGREEMENT
Andrea Kessinger, PMHNP
Psychiatric Behavioral Health Nurse Practitioner

This Amendment #5 to the Contract Employment Agreement (this Amendment #5) is made effective July 9, 2023, 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 Andrea Kessinger, PMHNP, an individual, [REDACTED] ("Kessinger").

RECITALS:

A. Agency and Kessinger are parties to that certain agreement dated as of May 12, 2016, (the "Underlying Agreement") pursuant to which Kessinger provides professional psychiatric behavioral health 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 16-184. The Underlying Agreement was first amended on July 2, 2018, memorialized as Board Order 18-234 ("Amendment #1"). The Underlying Agreement was further amended on September 6, 2018, memorialized as Board Order 18-326 ("Amendment #2"), on June 24, 2021, memorialized as Board Order 21-258 ("Amendment #3") and on July 7, 2022, memorialized as Board Order 22-217 ("Amendment #4").

B. Agency and Kessinger now desire to further 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 Kessinger, intending legally to be bound, hereby agree as follows:

1. 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 \$96.35 per hour effective July 9, 2023. The balance of Section B, Subsection 1 of the Underlying Agreement remains unchanged.

2. Section C Subsection 5 of the Underlying Agreement is amended as follows: "The current term of the Underlying Agreement is extended to June 30, 2024; upon conclusion of this current term, the Underlying Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth in the Underlying Agreement, unless terminated as allowed in Section C Subsection 9. It is understood by both parties that no commitments have been or are made by either party beyond the termination of this agreement."

3. Section B, Subsection 9 of the Underlying Agreement is deleted in its entirety and replaced with the following: "Provide medical coverage based on the equivalent of one 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 Kessinger select the

Providence Base Plan. The amount of the VEBA is \$125 per month. The Agency will not provide a VEBA should Kessinger choose to “buy-up” and select a different plan.”

4. Section B, Subsection 11 of the Underlying Agreement is deleted in its entirety and replaced with the following: “To credit Kessinger with Flexible Earned Time (“FET”) at a rate of 17 hours per month.”

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

- a. “To credit Kessinger 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 one full-time equivalent (FTE).
- b. To credit Kessinger 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 Kessinger 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. Kessinger shall receive 8 hours pay for each of the holidays listed on which they perform no work.”

6. Section C Subsection 3 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 Kessinger is specifically stated in this Agreement. The Agency will make required contributions (if any) to Kessinger’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 Kessinger enforceable according to the terms thereof.

9. Authority. Agency and Kessinger and each of the persons executing this Amendment #5 on behalf of Agency and Kessinger 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.

Andrea Kessinger, PMHNP
ANDREA KESSINGER, PMHNP

Date: 08-07-23

YAMHILL COUNTY

By: Lindsay Berschauer

LINDSAY BERSCHAUER, Chair
Board of Commissioners

Date: 8.17.23

By: Lindsey Manfrin

LINDSEY MANFRIN, Director
Department of Health and Human Services

Date: 8/10/23

Accepted by Yamhill County
Board of Commissioners on
8.17.23 by Board Order
B.O. 23 - 321

APPROVED AS TO FORM:

By: Christian Boenisch

CHRISTIAN BOENISCH
County Counsel

Date: 8/18/23