

## AMENDMENT #5 TO CONTRACT EMPLOYMENT AGREEMENT

### Jannell Werner

This amendment #5 to the Contract Employment Agreement (this “**Amendment #5**”) is made effective October 9, 2017, 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 Jannell Werner, [REDACTED] (hereinafter “Werner”).

#### RECITALS:

A. Agency and Werner are parties to that certain agreement dated as of June 17, 2013, (the “Underlying Agreement”) pursuant to which Werner 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 June 5, 2014. The Underlying Agreement was further amended on August 6, 2015, July 14, 2016 and November 10, 2016.

B. Agency and Werner 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 Werner, 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 up to 30 hours of service per week (inclusive of no more than one hour of travel time per day 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 is hereby deleted in its entirety and replaced with the following: “To pay Werner the sum of \$75.00 per hour for the services described in Section A as assigned by the HHS Director or designee and pay Werner an additional \$175.00 per seven day period for scheduled on-call crisis availability to carry a pager. No minimum amount of hours is guaranteed Werner by this Agreement, but the parties understand the Agency intends to assign 30 hours of work per week (inclusive of no more than one hour of travel time per day) as negotiated with HHS Director or designee. Werner shall be paid based on timesheets submitted using the normal pay period schedule for employees.”
3. Section B Subsection 6 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “To provide the same medical coverage offered to eligible YCEA full-time employees at .75 full-time equivalent (“FTE”).”
4. Section B Subsection 8 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following: “To credit Werner with Flexible Earned Time (“FET”) and all other employee leaves as allowed for YCEA employees at .75 FTE based on the FET accrual rate set forth in the YCEA collective bargaining agreement.”

5. The balance of the Underlying Agreement remains unchanged.

6. 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 Werner enforceable according to the terms thereof.

7. Authority. Agency and Werner and each of the persons executing this Amendment #5 on behalf of Agency and Werner 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.

8. 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.

9. 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.

10. 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.

**Jannell Werner**

By: Jannell Werner  
(signature)

Date: 10/2/2017

**YAMHILL COUNTY**

By: Stan Primozich  
STAN PRIMOZICH, Chair  
Board of Commissioners

Date: 10/5/17

By: Silas Halloran-Steiner  
SILAS HALLORAN-STEINER, Director  
Department of Health and Human Services  
Date: 10/3/17

**APPROVED AS TO FORM:**

By: Christian Boenisch  
CHRISTIAN BOENISCH  
County Counsel

Date: 10/6/17

Accepted by Yamhill County  
Board of Commissioners on  
10-5-17 by Board Order  
# 17-399